

Roffe Enterprises, Inc., t/a H.H.C. Group

RFP #DRP-2016-1

**ADMINISTRATIVE PROPOSAL**

**Original #1**

**Administrative Proposal Table of Contents**

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE  
REQUEST FOR PROPOSALS #DRP-2016-1

ROFFE ENTERPRISES, INC. t/a H.H.C. GROUP  
4.8 N. FREDERICK AVE, SUITE 200A  
GAITHERSBURG, MD 20877  
Date of Submission: August 11, 2016

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A.1 FORMAL OFFER LETTER

Attached under this tab



**H.H.C. Group**  
**Health Insurance Consultants™**

438 North Frederick Avenue; Suite 200A  
Gaithersburg, Maryland 20877

Telephone: (301) 963-0762  
Fax: (301) 963-9431

Bruce D. Roffé, PD MS  
President/CEO

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MIBS, QME, Medical Director

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Vice President  
Operations

Leana Derbarghamian, Esq.  
General Counsel

July 28, 2016

Dispute Resolution Program Procurement Manager  
Attn: Mr. Seth Johnson, Procurement Manager  
Employee Benefits Division, Room 1106  
NYS Department of Civil Service  
Albany, NY 12239

**RE: Request for Proposals #DRP-2016-1 entitled: "Dispute Resolution Program"  
Firm Offer to the State of New York**

Dear Mr. Johnson,

Roffé Enterprises, Inc., t/a H.H.C. Group ("HHC Group") hereby submits this firm and binding offer to the State of New York in response to the Department's Request for Proposals #DRP-2016-1, entitled "Dispute Resolution Program," ("RFP"). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP and in the manner set forth in this RFP.

HHC Group accepts the terms and conditions as set forth in RFP, Section VII and Appendices A, B, C, and D and agrees to satisfy the comprehensive programmatic duties and responsibilities outlined in this RFP in the manner set forth in this RFP.

HHC Group agrees to execute a contractual agreement composed substantially of the terms and conditions set forth in the draft contract included in the RFP, and accepts as non-negotiable the terms and conditions set forth in Appendices A, B, C, C-1, D, D-1, and D-2 to the draft contract.

HHC Group further agrees, if selected as a result of the RFP, to comply with 1) the provisions of Tax Law Section 5-a, Certification Regarding Sales and Compensating Use Tax; and 2) the Workers' Compensation Law as set forth in Section II.B.7 of the RFP.



This formal offer will remain firm and non-revocable for a minimum period of 365 days from the Proposal Due Date as set forth in the RFP. In the event that a contract is not approved by the NYS Comptroller within the 365 day period, this offer shall remain firm and binding beyond the 365 day period and until a contract is approved by the NYS Comptroller, unless HHC Group delivers to the Department of Civil Service written notice of withdrawal of its Proposal.

HHC Group's complete offer is set forth as follows:

1. Administrative Proposal: Total of twelve (12) hard copy volumes [two (2) originals and ten (10) copies] and one (1) electronic copy on CD.
2. Technical Proposal: Total of twelve (12) hard copy volumes [two (2) originals and ten (10) copies] and one (1) electronic copy on CD
3. Cost Proposal: Total of twelve (12) hard copy volumes [two (2) originals and ten (10) copies] and one (1) electronic copy on CD

The undersigned affirms and swears he has the legal authority and capacity to sign and make this offer on behalf of HHC Group and possesses the legal authority and capacity to act on behalf of HHC Group to execute a contract with the State of New York.

The undersigned affirms and swears as to the truth and veracity of all documents included in this offer.

Sincerely, 

  
Bruce D. Roffe, ~~P.D.~~, M.S., H.I.A.  
President & CEO

**CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT**

STATE OF MARYLAND }  
                                  : SS.:  
COUNTY OF MONTGOMERY }

On the 2<sup>nd</sup> day of August in the year 2016, before me personally appeared: **BRUCE D. ROFFÉ** known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at 1777 St. James Way Olney, MD 20832, County of Montgomery, State of Maryland; and further that:

**[Check One]**

(  **If a corporation**): he is the President and CEO of Roffé Enterprises, Inc., t/a H.H.C. Group, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(  **If a partnership**): he is the \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

  
Notary Public

ROBERTA A. ROFFE  
NOTARY PUBLIC  
MONTGOMERY COUNTY  
MARYLAND

My Commission Expires 02-25-2020



A.2 OFFEROR ATTESTATIONS FORM

Attached under this tab

**TAB A.2 – OFFEROR ATTESTATIONS FORM (Exhibit I.T)**

An authorized representative of the Offeror who is legally authorized to certify the information requested in the name of and on behalf of the Offeror is required to complete and sign the Offeror Attestations and provide all requested information. Offeror's authorized representative must certify as to the truth of the representations made by signing where indicated, below.

**CERTIFICATION:**

The Offeror (1) recognizes that the following representations are submitted for the express purpose of assisting the State of New York in making a determination to award a contract; (2) acknowledges and agrees by submitting the Attestation, that the State may at its discretion, verify the truth and accuracy of all statements made herein; (3) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete.

Name of Business Entity Submitting Bid:		<b>Roffé Enterprises, Inc., t/a H.H.C. Group</b>
Entity's Legal Form:		<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
No.	RFP Ref.	RFP Requirement:
1.	Section III.B.1	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> possesses <input type="checkbox"/> does not possess the legal capacity to enter into a contract with the Department.
2.	Section III.B.2	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> attests <input type="checkbox"/> does not attest that it understands and agrees to comply with all specific duties and responsibilities set forth in Section IV of this RFP.
3.	Section III.B.3	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> attests <input type="checkbox"/> does not attest its principal place of business is not located in a state that penalizes New York State vendors and that, if selected goods or services provided under the Agreement will not be substantially produced or performed in such a state.
4.	Section III.B.4	At time of Proposal Due Date, Offeror represents and warrants that it: <input checked="" type="checkbox"/> attests <input type="checkbox"/> does not attest it has obtained Full Accreditation by the Utilization Review Accreditation Commission (URAC) in the area of Independent Review Organization.

**TAB A.2 – OFFEROR ATTESTATIONS FORM (Exhibit I.T)**

Page 2 of 3

5.	Section III.B.5	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> attests</p> <p><input type="checkbox"/> does not attest</p> <p>it will maintain and make available as required by the State, a complete and accurate set of records as may be required by the State to be produced for review by the State pursuant to the terms and conditions of this RFP, Appendices A and B, and including any and all financial records as deemed necessary by the State to discharge its fiduciary responsibilities to Plan participants and to ensure that public dollars are spent appropriately.</p>
6.	Section III.B.6	<p>At time of Proposal Due Date, Offeror represents and warrants that it:</p> <p><input checked="" type="checkbox"/> attests</p> <p><input type="checkbox"/> does not attest</p> <p>it understands it must distribute Program communication materials in both paper and/or electronic format.</p>



A.3 PROPOSAL SUBMISSION REQUIREMENT CHECKLIST

Attached under this tab

## Exhibit I.A - Proposal Submission Requirement Checklist

Please indicate by checkmark that your Proposal meets **each** of the following submission requirements:

- 1. TIMELY SUBMISSION:** Proposal submitted to assure receipt by the Department no later than 3:00 p.m. ET on the Proposal Due Date as indicated in RFP Section II.A.1.
- 2. FORMATTING REQUIREMENTS:** The Offeror's Proposal must be organized in three parts: Administrative Proposal; Technical Proposal and Cost Proposal and each part must each comply with the formatting requirements stated in Section II.A.7.a and II.A.7.b of this RFP.
  - a. Twelve (12) separately bound hardcopies – **two (2) Originals each of the Administrative Proposal, Technical Proposal and Cost Proposal** containing original documents (i.e., original signatures, no photocopies) and marked and numbered (i.e., "ORIGINAL #1" and "ORIGINAL #2."), **Ten (10) copies of each Administrative Proposal, Technical Proposal and Cost Proposal** marked and numbered (i.e., "COPY #1," "COPY #2," etc.) and a separate CD for the Administrative, Technical and Cost Proposals.
  - b. Proposals must be prepared in Adobe Acrobat.
  - c. Each Administrative, Technical and Cost Proposal must be separately bound and clearly labeled with "New York State Dispute Resolution Program #DRP-2016-1" and Offeror's name(s).
  - d. Table of Contents
  - e. Index Tabs
  - f. Pagination
  - g. Updates/Corrections
  - h. Required Content of Proposals - The Proposal shall consist of three parts: the Administrative Proposal must contain the documentation required in Section III of this RFP. The Technical Proposal must be responsive to the programmatic duties and responsibilities set forth in Section IV of this RFP. The Cost Proposal must demonstrate a commitment to perform all programmatic duties and responsibilities in accordance with Section V of this RFP.
- 3. REQUIRED CONTENT OF THE ADMINISTRATIVE PROPOSAL:** The Administrative Proposal must contain the following information, in the order enumerated below:
  - A. Formal Offeror Letter:** The Offeror must submit a formal offer in the form of the "Formal Offer Letter" as set forth in RFP, Exhibit I.S in accordance with the requirements set forth in RFP, Section III.A
  - B. Minimum Mandatory Requirements:** The Offeror must submit a completed Exhibit I.T "Offeror Attestations Form" containing the representations and warranties set forth therein.
  - C. Exhibits:** The Offeror must complete and submit the Exhibits specified in Section III.C as follows:

<input checked="" type="checkbox"/> Exhibit I.A	Proposal Submission Requirement Checklist
<input checked="" type="checkbox"/> Exhibit I.D	MacBride Statement and Non-Collusive Bidding Certification
<input checked="" type="checkbox"/> Exhibit I.G	EEO Staffing Plan (form EEO-100)
<input checked="" type="checkbox"/> Exhibit I.K	Offeror's Affirmation of Understanding & Agreement - <i>PREVIOUSLY PROVIDED TO CONTRACTING OFFICE</i>
<input checked="" type="checkbox"/> Exhibit I.M	Compliance with Public Officers Law Requirements <i>of 6/22/2016.</i>
<input checked="" type="checkbox"/> Exhibit I.N	Compliance with Americans with Disabilities Act
<input checked="" type="checkbox"/> Exhibit I.O	MWBE Utilization Plan (form MWBE-100)
<input checked="" type="checkbox"/> Exhibit I.P	Offeror's Certification of Compliance Pursuant to State Finance Law §139-k

## Exhibit I.A - Proposal Submission Requirement Checklist

- Exhibit I.Q MWBE and EEO Policy Statement
- Exhibit I.U.1 Key Subcontractors or Affiliates
- Exhibit I.U.2 NYS Supplier & Subcontractor
- Exhibit I.W Compliance with NYS Workers' Compensation Law
- N/A Exhibit I.X Extraneous Terms (if proposing)

**D. Key Subcontractors:** The Offeror must provide a statement identifying all Key Subcontractors, if any, that the Offeror will be contracting with to provide program services and must, for each such Key Subcontractor identified, complete and submit **Exhibit I.U.1 "Key Subcontractors"**:

1. provide a brief description of the services to be provided by the Key Subcontractor; and
2. provide a description of any current relationships with such Key Subcontractor and the clients/projects that the Offeror and Key Subcontractor are currently servicing under a formal legal agreement or arrangement, the date when such services began and the status of the project.

The Offeror must indicate whether or not, as of the date of the Offeror's Proposal, a subcontract has been executed between the Offeror and the Key Subcontractor for services to be provided by the Key Subcontractor relating to this RFP. If the Offeror will not be subcontracting with any Key Subcontractor(s) to provide program services, the Offeror must provide a statement to that effect.

**E. Reference Checks:** The Offeror must list two (2) references of current clients and one (1) reference of a former client for a total of three (3) references for which the Offeror has supplied Dispute Resolution Program Services similar to those required in this RFP. If the Offeror has no former clients to include as references, the Offeror must include a statement attesting to that fact. Otherwise, the Offeror must include, at minimum, one (1) former client as a reference for which the Offeror has supplied services similar in nature to those required in this RFP. If the Offeror is proposing any Key Subcontractors or Affiliates, the references should be with clients for whom the Offeror and Key Subcontractor or Affiliate have jointly supplied services similar to those described in this RFP. For each Reference provided the Offeror must complete and submit Exhibit I.V, entitled "Program References." The Offeror shall be solely responsible for providing contact names and phone numbers that are readily available to be contacted by the State. The Offeror must also indicate what participation, if any, the Program manager and each key staff person proposed for this Program had in the referenced services.

**F. Financial Statements:** The Offeror must provide a copy of the Offeror's last issued GAAP annual audited financial statement. A complete set of statements, not just excerpts, must be provided. Additionally, for each Key Subcontractor or Affiliate, if any, that provides any of the Program Services; provide the most recent GAAP annual audited statement. If the Offeror, or a Key Subcontractor or Affiliate, is a privately held business and is unwilling to provide copies of their GAAP annual audited financial statements as part of their Proposal, the Offeror/Key Subcontractor/Affiliate must make arrangements for the procurement evaluation team to review the financial statements. **Note:** If financial statements have not been prepared and/or audited, the Offeror/Key Subcontractor/Affiliate must provide the following as part of its Administrative Section a letter from a bank reference attesting to the Offeror/Key Subcontractor/Affiliate's financial viability and creditworthiness. (Note: for purposes of this reference, the Offeror may not give as a reference, a parent or subsidiary company, a partner or an affiliate

**Exhibit I.A - Proposal Submission Requirement Checklist**

organization.) The letter must include the bank's name, address, contact person name and telephone number and it must address, at a minimum, the following items:

1. a brief description of the business relationship between the parties (i.e., the Offeror/Key Subcontractor/Affiliate and the bank), including the duration of the relationship and the Offeror's current standing with the bank. For example: "*The (Offeror/Key Subcontractor/Affiliate's name) is currently and has been for "x" number of years a client in good standing;*"
2. a description of any ownership/partner relationship that may exist between the parties, if any. (Note: One party cannot be the parent, partner or subsidiary of the other, nor can one party be an affiliate of the other.); and,
3. any other facts or conclusions the bank may deem relevant to the State in regard to the bank's assessment of the Offeror/Key Subcontractor/Affiliate's financial viability and creditworthiness concerning the nature and scope of the Program Services, which are the subject matter of this RFP, and the parties (i.e., DCS and the Offeror or the Offeror and Key Subcontractor of Affiliate) contractual obligations should the Offeror be awarded the resultant contract.

**G. Vendor Responsibility Questionnaire:** The Offeror must complete and execute a NYS Vendor Responsibility Questionnaire for itself and all Key Subcontractors.

1. If the Offeror or Key Subcontractor, if any, is incorporated outside the State of New York, a recent certificate of Good Standing must be submitted for each.
2. If the Offeror or Key Subcontractor, if any, has any employees in NYS, a confirmation of NYC's Worker's Compensation and NYS Disability coverage must be submitted for each.

4. **REQUIRED CONTENT OF THE TECHNICAL PROPOSAL:** The Technical Proposal shall be responsive to the duties and responsibilities and submission requirements set forth in Section IV of this RFP and it shall contain the following information, in accordance with the submissions associated requirements, and in the order enumerated below:

**Technical Proposal Submission Requirements**

**A. Program Administration**

1. Executive Summary
2. General Qualifications

**B. Program Services**

1. Account Team & Exhibit I.B
2. Implementation Plan
3. Reviewing Physician Network
4. Program Communications
5. Maintenance of Confidential Employee Records
6. Reporting
7. Transition and Termination of Contract

**Exhibit I.A - Proposal Submission Requirement Checklist**

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5. **REQUIRED CONTENT OF THE COST PROPOSAL:** The Offeror's Cost Proposal shall demonstrate that it will execute the duties and responsibilities set forth in Section V of this RFP and it shall contain the following information, in accordance with the submissions associated requirements below:

A. Exhibit IV Dispute Resolution Program Cost

6. **REQUESTED REDACTIONS CD and HARD COPY:** The FOIL-related materials described herein which the Offeror is requested to provide per RFP, Section II.B.8 will not be considered part of the Offeror's Proposal and will not be reviewed as a part of the Procurement's evaluation process. Notwithstanding this they have been identified in this Checklist as a reminder to Offerors of the need to provide the requested items.

At the time of Proposal submission the Offeror is requested to submit:

A. Exhibit I.C Freedom of Information Law – Request for Redaction Chart

B. Separately bound hardcopy of the Administrative Proposal, Technical Proposal, and Cost Proposal with each specific item requested to be protected from FOIL disclosure by highlighting in yellow.

C. Electronic copy (on CD in Adobe Acrobat Professional software, version 8 or higher) of the complete Proposal noting each the specific item requested to be protected from FOIL which contains no more than three PDF files; one for each part of the Proposal (Administrative Proposal, Technical Proposal, and Cost Proposal).

A.4 MACBRIDE STATEMENT AND NON-COLLUSIVE BIDDING CERTIFICATION

Attached under this tab

**TAB A.4 – MACBRIDE AND NON-COLLUSIVE BIDDING CERTIFICATION (Exhibit I.D)**

**NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND**  
**MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with Chapter 807 of the Laws of 1992 the Offeror, by submission of this bid, certifies that it or any individual or legal entity in which the Offeror holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Offeror, either (answer "yes" or "no" to one or both of the following, as applicable):

Have business operations in Northern Ireland. Yes \_\_\_\_\_ or No X\_\_\_\_\_

If yes:

Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles. Yes \_\_\_\_\_ or No \_\_\_\_\_

**NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
3. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.



A.5 EEO STAFFING PLAN (FORM EE0-100)

Attached under this tab



**Department of  
Civil Service**  
ALBANY, NEW YORK 12239

**EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN**

OFFICE OF FINANCIAL ADMINISTRATION

EEO-100 (1/2016)

Solicitation No.: <b>RFP#DRP-2016-1</b>		Reporting Entity: <b>Roffe Enterprises, Inc. t/a H.H.C. Group</b>		Report includes:	
		<input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor		<input checked="" type="checkbox"/> Contractor's work force to be utilized on this contract <input type="checkbox"/> Contractor's total work force <input type="checkbox"/> Subcontractor's work force to be utilized on this contract <input type="checkbox"/> Subcontractor's total work force	
Contractor/Subcontractor's Name: <b>Roffe Enterprises, Inc. t/a H.H.C. Group</b>					
Contractor/Subcontractor's Address: <b>438 N. Frederick Ave., Suite 200A Gaithersburg, MD 20877 52-1650540</b>					
FEIN:					

**Enter the total number of employees in each classification in each of the EEO-Job Categories identified.**

EEO Job Categories	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification										Disabled Individual		Veteran		
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		American Indian or Alaskan Native (M) (F)		(M)	(F)	(M)	(F)	
Executive/Senior level Officials & Managers	5	1	4	1	4	0	0	0	0	0	0	0	0	0	0	0	0	0
First/Mid level officials & Managers	6	4	2	3	0	0	1	1	0	0	1	0	0	0	0	0	2	0
Professionals	1	1	0	1		0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
Sales Workers	5	1	4	1	2	0	1	0	0	0	1	0	0	0	0	0	0	0
Administrative Support Workers	6	2	4	0	2	0	1	0	0	2	1	0	0	0	0	0	0	0
Craft Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers and Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Totals</b>	<b>23</b>	<b>9</b>	<b>14</b>	<b>6</b>	<b>8</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>02</b>	<b>3</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>

PREPARED BY (Signature):	TELEPHONE NO.: (301) 963-0762 X101	DATE: 7/06/2016
	EMAIL ADDRESS: BRoffe@hhcgroup.com	
NAME AND TITLE OF PREPARER (Print or Type): <b>Bruce D. Roffe, President and CEO</b>		

**General Instructions:** All Offerors must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's total work force, the Offeror shall complete this form for the contractor's total work force. Subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor must complete this form upon request of the Department.

**Instructions for completing:**

1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror (contractor).
2. Check off the appropriate box to indicate if the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the contractor's/subcontractor's work force being reported is just for the contract or the total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading "Work force by Gender."
6. Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification."
7. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION**

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

**WHITE:** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

**BLACK:** A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

**HISPANIC:** A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

**ASIAN & PACIFIC ISLANDER:** A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

**AMERICAN INDIAN OR ALASKAN NATIVE (Not of Hispanic Origin):** A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**DISABLED INDIVIDUAL** - any person who:

- has a physical or mental impairment that substantially limits one or more major life activity
- has a record of such an impairment; or
- is regarded as having such an impairment.

**VIETNAM ERA VETERAN:** A veteran who served at any time between and including January 1, 1963 and May 7, 1975.

A.6 COMPLIANCE WITH PUBLIC OFFICER'S LAW REQUIREMENTS

Attached under this tab

**TAB A.6 - COMPLIANCE WITH PUBLIC OFFICERS LAW REQUIREMENTS (Exhibit I.M)**



State of New York  
Department of Civil Service  
Alfred E. Smith State Office Building  
Albany, NY 12239

**Compliance with Public Officers Law Requirements**

ADM-992 (1/07)

The New York State Public Officers Law ("POL"), particularly POL Sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establishes ethical standards for current and former State employees. In submitting its Proposal, the Offeror must guarantee knowledge and full compliance with such provisions for purposes of this RFP and any other activities including, but not limited to, contracts, bids, offers, and negotiations. Failure to comply with these provisions may result in disqualification from the procurement process, termination, suspension or cancellation of the contract and criminal proceedings as may be required by law.

The Offeror hereby submits its affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations.

Please provide below an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations. Please attach additional pieces of paper as necessary.

Name of Offeror: Roffe Enterprises, Inc., t/a H.H.C. Group

Name & Title of Representative: Bruce D. Roffé, President & CEO

Signature: \_\_\_\_\_

Date: 8/11/16

A.7 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Attached under this tab

**TAB A.7 – COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (Exhibit I.N)**  
Page 1 of 1



State of New York  
Department of Civil Service  
Albany, NY 12239

**Compliance with Americans with Disabilities Act**

ADM-987 (1/07)

The Offeror hereby provides assurance of its compliance with the Americans With Disabilities Act (42 USC§12101 et. seq.), in that any services and programs provided during the course of performance of the Agreement resultant from this RFP shall be accessible under Title II of the Americans With Disabilities Act, and as otherwise may be required under the Americans With Disabilities Act.

Name of Offeror: Roffe Enterprises, Inc., t/a H.H.C. Group

Name & Title of Representative: Bruce D. Roffé, President & CEO

Signature: \_\_\_\_\_

Date: 8/1/16

A.8 MWBE UTILIZATION PLAN (FORM MWBE-100)

Attached under this tab



State of New York  
Department of Civil Service  
Albany, NY 12239

MWBE UTILIZATION PLAN

OFFICE OF FINANCIAL ADMINISTRATION

MWBE-100 (9/2011)

**INSTRUCTIONS:** All Offerors must complete this MWBE Utilization Plan and submit it as part of their Proposal. The Plan must contain a detailed description of the services to be provided by each Minority and/or Woman-Owned Business Enterprise (M/WBE) identified by the Offeror.

Offeror Name: <u>ROFFE ENTERPRISES INC t/a H.H.C. Group</u>		Federal Identification No.: <u>52-1650540</u>		
Address: <u>438 N. FREDERICK AVE, SUITE 200A</u>		Solicitation No.: <u># D2P-2016-1</u>		
City, State, Zip Code: <u>GAITHERSBURG, MD 20877</u>		M/WBE Goals for the Solicitation: MBE: <u>0%</u> WBE: <u>0%</u>		
1. M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary.)	5. Dollar Value of Subcontracts/Supplies
A. <u>PERE REVIEW, SOLUTIONS INC</u>	NYS ESD Certified <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE	<u>27-1051020</u>	<u>SEE EXHIBIT 3 IN TECHNICAL PROPOSAL + SECTION B.1(d) OF TECHNICAL PROPOSAL</u>	<u>\$0.00 / only on PERE CLAIM BASIS</u>
B. <u>101 SEA VIEW AVE PIEDMONT, CA 94610</u>	NYS ESD Certified <input type="checkbox"/> MBE <input type="checkbox"/> WBE	<u>/ / / / /</u>		

6. WAIVER REQUESTED: MBE:  YES  NO If YES, submit form MWBE101 / WBE:  YES  NO If YES, submit form MWBE101

PREPARED BY (Signature): <u>[Redacted]</u>	TELEPHONE NO.: <u>(301) 963-0762 x101</u>	EMAIL ADDRESS: <u>BROFFE@HHCgroup.com</u>
NAME AND TITLE OF PREPARER (Print or Type): <u>BRUCE D. ROFFE, PRESIDENT + CEO</u>		
DATE: Offeror's Certification Status: <input type="checkbox"/> MBE <input type="checkbox"/> WBE		

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.

\*\*\*\*\*FOR DEPARTMENT USE ONLY\*\*\*\*\*

REVIEWED BY:	DATE:
UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	
MBE CERTIFIED: <input type="checkbox"/> YES <input type="checkbox"/> NO	
WBE CERTIFIED: <input type="checkbox"/> YES <input type="checkbox"/> NO	
WAIVER GRANTED: <input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver	
NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO	
Date: _____	

A.9 OFFEROR'S CERTIFICATE OF COMPLIANCE PURSUANT TO STATE FINANCE  
LAW §139-K

Attached under this tab

**TAB A.9 – OFFEROR’S CERTIFICATE OF COMPLIANCE PURSUANT TO STATE FINANCE LAW  
§139-K (Exhibit I.P)**

**Offeror’s Certification of Compliance Pursuant to State Finance Law §139-k(5)**

**Instructions:**

New York State Finance Law (SFL) §139-k(5) requires that every contract award subject to the provisions of SFL §§139-k or 139-j shall contain a certification by the Offeror that all information provided to the Department with respect to SFL §139-k is complete, true and accurate.

At the time an Offer or Bid is submitted to the Department, the Offeror must provide the following certification that the information it has and will provide to the Department pursuant to SFL §139-k is complete, true and accurate including, but not limited to, disclosures of findings of non-responsibility made within the previous four years by any State governmental entity where such finding of non-responsibility was due to a violation of SFL §139-j or due to the intentional provision of false or incomplete information to a State governmental entity.

**Offeror Certification**

*I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.*

Name of Offeror: Roffe Enterprises, Inc., t/a H.H.C. Group

By:  
(Signature)

Name: Bruce D. Roffe, P.D., M.S., H.I.A.

Title: President & CEO

Address: 438 N. Frederick Ave, Suite 200A

Gaithersburg, MD 20877

Date:

8/1/16

A.10 MWBE AND EEO POLICY STATEMENT

Attached under this tab

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL  
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, Bruce D. Roffé, the (awardee/contractor) Roffé Enterprises, Inc., t/a H.H.C. Group agree to adopt the following policies with respect to the project being developed or services rendered at the New York State Department of Civil Service.

**M/WBE** This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from the Department and solicit bids from them directly.
- (3) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (4) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (5) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO** (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or

**TAB A.10 – MWBE AND EEO POLICY STATEMENT (Exhibit I.Q)**  
Page 2 of 3

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applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

**TAB A.10 – MWBE AND EEO POLICY STATEMENT (Exhibit I.Q)**  
Page 3 of 3

Agreed to this 1<sup>st</sup> day of August, 2016

By \_\_\_\_\_

Print: BRUCE D. ROFFE  
Title: PRESIDENT & CEO

Bruce D. Roffé is designated as the Minority Business Enterprise Liaison  
(Name of Designated Liaison)  
responsible for administering the Minority and Women-Owned Business Enterprises- Equal  
Employment Opportunity (M/WBE-EEO) program.

(1) Ensure that plans, specifications, request for proposals and other documents used to  
secure bids will be made available in sufficient time for review by prospective M/WBEs.

**M/WBE Contract Goals**

0% Minority and Women's Business Enterprise Participation

0% Minority Business Enterprise Participation

0% Women's Business Enterprise Participation

**EEO Contract Goals**

0% Minority Labor Force Participation

0% Female Labor Force Participation

\_\_\_\_\_  
(Authorized Representative)

Title: Bruce D. Roffé, President & CEO

Date: 8/1/16

A.11 KEY SUBCONTRACTORS OR AFFILIATES

Attached under this tab

**TAB A.11 – KEY SUBCONTRACTORS OF AFFILIATES (Exhibit I.U.1)**

The Offeror must complete and submit this Exhibit as part of its Administrative Proposal. A separate form should be completed for each Key Subcontractor or Affiliate, if any. If the Offeror will not be subcontracting with any Key Subcontractor(s) or Affiliate(s) to provide any of the services required under this RFP, the Offeror must complete and submit a single Exhibit I.U.1 to that effect.

**INSTRUCTION: Prepare this form for each Key Subcontractor or Affiliate**

**Offeror's Name:** Roffé Enterprises, Inc. t/a H.H.C. Group

The Offeror:

is  
 is not  
 proposing to utilize the services of a Key Subcontractor(s) or Affiliate(s) to provide Program Services

is  
 is not  
 proposing to utilize the services of a subcontractor(s) to provide Program Services totaling \$100,000 or more during the term of the 5 year agreement

**Subcontractor's Legal Name:** Claims Eval, Inc.

**Business Address:** 6905 Mystery Creek Lane, Granite Bay, CA 95746

**Subcontractor's Legal Form:**  Corporation  Partnership  Sole Proprietorship  
 Other

As of the date of the Offeror's Proposal, a subcontract

has  
 has not  
 been executed between the Offeror and the subcontractor(s) for services to be provided by such subcontractor(s) relating to Dispute Resolution Program Services.

In the space provided below, describe the Key Subcontractor's or Affiliate's role(s) and responsibilities regarding Program Services to be provided.

Claims Eval, Inc provides a number of peer reviewers (reviewing physicians) that are qualified as per URAC standards and HHC Group requirements. In the event HHC Group does not have a reviewing physician within the particular specialty amongst its own panel of peer reviewers, then HHC Group utilizes the reviewers of Claims Eval, Inc. Claims Eval, Inc is required to follow all policies and procedures in the review process and timelines. Once reviewed, HHC Group conducts all final checks, compliance reviews, and packages the reports as it does for reviews conducted by its own panelists.

**Relationship between Offeror and Key Subcontractor or Affiliate for Current Engagements:**  
 (Complete items 1 through 5 for each client engagement identified)

1. Client:	No relationship with HHC Group Clients
2. Client Reference Name and Phone #	N/A
3. Program Title:	N/A

**TAB A.11 – KEY SUBCONTRACTORS OF AFFILIATES (Exhibit I.U.1)**

4. Program Start Date:	N/A
5. In the space provided below, Program Status:	
N/A	
6. In the space provided below, describe the roles and responsibilities of the Offeror and subcontractor in regard to the program identified in 3, above:	
N/A	

<b>INSTRUCTION: Prepare this form for each Key Subcontractor or Affiliate</b>	
<b>Offeror's Name:</b>	Roffé Enterprises, Inc. t/a H.H.C. Group
<p>The Offeror:</p> <p><input checked="" type="checkbox"/> is  <input type="checkbox"/> is not                  proposing to utilize the services of a Key Subcontractor(s) or Affiliate(s) to provide Program Services</p> <p><input checked="" type="checkbox"/> is  <input type="checkbox"/> is not                  proposing to utilize the services of a subcontractor(s) to provide Program Services totaling \$100,000 or more during the term of the 5 year agreement</p>	
<b>Subcontractor's Legal Name:</b>	Peer Review Solutions, Inc
<b>Business Address:</b>	101 Sea View Avenue, Piedmont, CA 94610
<b>Subcontractor's Legal Form:</b>	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
As of the date of the Offeror's Proposal, a subcontract <input type="checkbox"/> has <input checked="" type="checkbox"/> has not been executed between the Offeror and the subcontractor(s) for services to be provided by such subcontractor(s) relating to Dispute Resolution Program Services.	
In the space provided below, describe the Key Subcontractor's or Affiliate's role(s) and responsibilities regarding Program Services to be provided.	
<p><u>Peer Review Solutions, Inc. provides a number of peer reviewers (reviewing physicians) that are qualified as per URAC standards and HHC Group requirements. In the event HHC Group does not have a reviewing physician within the particular specialty amongst its own panel of peer reviewers, then HHC Group utilizes the reviewers of Peer Review Solutions, Inc.. Peer Review Solutions, Inc. is required to follow all policies and procedures in the review process and timelines. Once reviewed, HHC Group conducts all final checks, compliance reviews, and packages the reports as it does for reviews conducted by its own panelists.</u></p>	
<b>Relationship between Offeror and Key Subcontractor or Affiliate for Current Engagements:</b> (Complete items 1 through 5 for each client engagement identified)	

**TAB A.11 – KEY SUBCONTRACTORS OF AFFILIATES (Exhibit I.U.1)**

1. Client:	No relationship with HHC Group Clients
2. Client Reference Name and Phone #	N/A
3. Program Title:	N/A
4. Program Start Date:	N/A
5. In the space provided below, Program Status:	N/A
6. In the space provided below, describe the roles and responsibilities of the Offeror and subcontractor in regard to the program identified in 3, above:	N/A

A.12 NYS SUPPLIER AND SUBCONTRACTOR

Attached under this tab

**RFP #DRP-2016-1  
"Dispute Resolution Program"**

**NEW YORK SUBCONTRACTORS AND SUPPLIERS**

As stated in Section II.B.11 of this RFP, Offerors are encouraged to use New York State businesses in the performance of Program Services. Please complete the following exhibit to reflect the Offeror's proposed utilization of New York State businesses.

<b>Name(s) of New York Subcontractors and/or Suppliers</b>	<b>Address, City, State, and Zip Code</b>	<b>Description of Services or Supplies Provided</b>	<b>Estimated Value Over 5-Year Contract Period</b>	<b>Identify if Subcontract or Supplier</b>
N/A	N/A	N/A	N/A	N/A

A.13 PROGRAM REFERENCES

Attached under this tab

Reference #: 1  
Current or Former Customer?: CURRENT

Abstract Customer For Whom Services Were Performed: State of New Hampshire Insurance Dep  
Customer Address: 21 So. Fruit St., Suite #14, Concord, N.H. 03301

**Program Description:** *(The Offeror should submit specific details concerning the program identified in satisfaction of the requirements in this RFP, Section III.E. This information should be provided as an attachment to this form and the information provided should support the Offeror's assertion that it can successfully implement and administer programs of the scope and complexity as set forth in this RFP# DRP-2016-1.) Program Contact References: (Required And Will Be Verified) (Attach 2 current and 1 former client reference)*

Attachment Page 1 of 3

Contact Name: [REDACTED] Contact Title: LAH Market Contact Div  
Phone Number: [REDACTED] E-Mail Address: [REDACTED]

Contact Name: [REDACTED] Contact Title: Director, Consumer Services  
Phone Number: [REDACTED] E-Mail Address: [REDACTED]

HHC Group currently provides Independent Peer Reviews as assigned by the state of New Hampshire, Insurance Department (NHID).

HHC Group's Peer Reviewers examine the medical records provided and make a determination based on the appropriate medical guidelines of whether:

- The treatment rendered to date has been reasonable and necessary.
- The claimant requires an assistive device and, if yes, whether the device medically necessary.
- The claimant requires further testing and, if yes, what test(s) would be medically necessary.
- The current treatment plan is reasonable and necessary.
- The procedure performed on claimant was medically necessary.
- The proposed surgery is reasonable and medically necessary.
- Further treatment is reasonable and necessary and, if yes, what treatment is recommended for the claimant's condition.
- The treatment proposed by the treating physician is reasonable and necessary.
- Additional surgery would be medically necessary.

HHC Group personnel, including its Medical Director, scrutinized each review to ensure all questions were completely answered, that references to appropriate guidelines were included, that the grammar was correct and that the content would be understandable for both professional and lay people.

In January 2016 the NHID asked if HHC Group could provide reviews for 51 opioid addiction cases in a short turnaround timeframe. Between January 14, 2016 and February 9, 2016 HHC Group completed all 51 reviews. Average turnaround time was 4.99 days. This included the additional time for NHID to secure and send HHC Group medical records for numerous cases when all the relevant records had not been initially provided.

While these were health and not Workers Comp claims, HHC Group's performance for the NHID reflects our ability to process large numbers of reviews at any given time in a timely manner.

Reference #: 2  
Current or Former Customer?: CURRENT

Abstract Customer For Whom Services Were Performed: Abercrombie, Simmons + Gillette, Inc  
Customer Address: 4940 Campbell Blvd. Suite 170, White Marsh, MD 21236

**Program Description:** *(The Offeror should submit specific details concerning the program identified in satisfaction of the requirements in this RFP, Section III.E. This information should be provided as an attachment to this form and the information provided should support the Offeror's assertion that it can successfully implement and administer programs of the scope and complexity as set forth in this RFP# DRP-2016-1.) Program Contact References: (Required And Will Be Verified) (Attach 2 current and 1 former client reference)*

Attachment Page 2 of 3

Contact Name: [REDACTED]  
Phone Number: [REDACTED] E-Mail Address: [REDACTED]

Contact Title: Sr. Claims Administrator

Contact Name: [REDACTED]  
Phone Number: [REDACTED] E-Mail Address: [REDACTED]

Contact Title: Sr. Claims Examiner

Abercrombie, Simmons and Gillette, Inc. (AS&G) is the Workers Compensation Third Party Administrator for the Washington Metropolitan Area Transit Authority (WMATA). HHC Group has been reviewing Workers Comp claims for AS&G- WMATA since 2013.

HHC Group's Peer Reviewers determine if:

- There is any medical reason to prevent the claimant from returning to work.
- The claimant has reached maximum medical improvement (MMI)

Additionally, HHC Group Peer Reviewers may be asked to determine if:

- The claimant's current symptoms are directly related to the work injury.
- The claimant's current medical condition(s) are directly related to his/her work injury.
- The claimant has reached MMI. If not, what further treatments(s) would medically necessary to reach MMI.
- The claimant requires additional therapies (PT/OT/ST). If yes, what would those therapies be and for how many sessions?
- The claimant requires a surgical procedure. If yes, what surgical procedure would be medically necessary?
- The claimant's subjective complaints are all directly related to the work injury.
- The procedure provided was directly related to her/his work injury.
- The claimant's medical care is directly related to the work injury.
- The claimant's medical treatment is medically necessary and reasonable for his/her work injury.
- A surgical request is appropriate at this time.
- A surgical request is for an experimental or investigational procedure.

HHC Group personnel, including its Medical Director, scrutinized each review to ensure all questions were completely answered, that references to appropriate guidelines were included, that the grammar was correct and that the content would be understandable for both professional and lay people.

Standard reviews are returned to Abercrombie, Simmons, and Gillette within five business days. Expedited reviews are returned within 24 or 48 hours as required.

Reference #: 3  
Current or Former Customer?: FORMER

Abstract Customer For Whom Services Were Performed: ACE USA  
Customer Address: One Beaver Valley Rd. 4th Flr., Wilmington DE 19803

**Program Description:** *(The Offeror should submit specific details concerning the program identified in satisfaction of the requirements in this RFP, Section III.E. This information should be provided as an attachment to this form and the information provided should support the Offeror's assertion that it can successfully implement and administer programs of the scope and complexity as set forth in this RFP# DRP-2016-1.) Program Contact References: (Required And Will Be Verified) (Attach 2 current and 1 former client reference)*

Attachment Page 3 of 3

Contact Name: [REDACTED] Contact Title: Area Vice President  
Phone Number: [REDACTED] E-Mail Address: [REDACTED]

Contact Name: [REDACTED] Contact Title: Claims Specialist  
Phone Number: [REDACTED] E-Mail Address: [REDACTED]

HHC Group provided Independent Peer Reviews for ACE USA from 2013 through 2015.

HHC Group's Peer Reviewers examined the medical records provided by ACE USA and made determinations based on the appropriate medical guidelines of whether:

- The treatment rendered to date has been reasonable and necessary.
- The claimant requires an assistive device and, if yes, whether the device medically necessary.
- The claimant requires further testing and, if yes, what test(s) would be medically necessary.
- The current treatment plan is reasonable and necessary.
- The procedure performed on claimant was medically necessary.
- The proposed surgery is reasonable and medically necessary.
- Further treatment is reasonable and necessary and, if yes, what treatment is recommended for the claimant's condition.
- The treatment proposed by the treating physician is reasonable and necessary.
- Additional surgery would be medically necessary.

HHC Group personnel, including its Medical Director, scrutinized each review to ensure all questions were completely answered, that references to appropriate guidelines were included, that the grammar was correct and that the content would be understandable for both professional and lay people.

A.14 COMPLIANCE WITH NYS WORKER'S COMPENSATION LAW

Attached under this tab



**TAB A.14 – COMPLIANCE WITH NYS WORKERS' COMPENSATION LAW (Exhibit I.W)**

Page 1 of 2

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that the Department shall not enter into any contracts unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into contracts with DCS, the selected Offeror will be required to verify for DCS, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. DCS requests the Offeror submit this insurance verification information with their Proposals. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518)486-6307. You may also find useful information at their website <http://www.wcb.ny.gov>. Failure to provide verification of either of these types of insurance coverage by the time the winning Offeror is selected and the Contract is ready to be executed will be grounds for disqualification of an otherwise successful Proposal.

**Workers' Compensation Requirements under WCL § 57:**

To comply with coverage provisions of the WCL, businesses must:

- A) be legally exempt from obtaining workers' compensation insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be a Board-approved self-insured employer or participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

- A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage <sup>(1)</sup>; **OR**
- B) C-105.2 -- Certificate of Workers' Compensation Insurance (the business's insurance carrier will send this form to the government entity upon request) **PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3; **OR**
- C) SI-12 -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 -- Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

**Disability Benefits Requirements under Workers' Compensation Law §220(8)**

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- A) be legally exempt from obtaining disability benefits insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or seeking to enter into contracts **MUST provide ONE** of the following forms to the entity issuing the permit or entering into a contract:

- A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage<sup>(1)</sup>; **OR**
- B) DB-120.1 -- Certificate of Disability Benefits Insurance (the business's insurance carrier will send this form to the government entity upon request); **OR**
- C) DB-155 -- Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

<sup>(1)</sup> Starting December 1, 2008, Form CE-200 can be filled out electronically on the Board's website, [www.wcb.state.ny.us](http://www.wcb.state.ny.us), under the heading "Forms." Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. Applicants using the manual process may wait

**TAB A.14 – COMPLIANCE WITH NYS WORKERS’ COMPENSATION LAW (Exhibit I.W)**

Page 2 of 2

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*up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract.*

A.15 VENDOR RESPONSIBILITY QUESTIONNAIRE

Attached under this tab

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

**COMPLETION & CERTIFICATION**

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

**NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)**

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us) or call 866-370-4672.

**DEFINITIONS**

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at [www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf](http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf). These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

**RESPONSES**

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

**REPORTING ENTITY**

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

**ASSOCIATED ENTITY**

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does **not** include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

**STRUCTURE OF THE QUESTIONNAIRE**

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>I. LEGAL BUSINESS ENTITY INFORMATION</b>			
Legal Business Entity Name*		EIN	
<u>ROFFE ENTERPRISES, INC. t/a H.H.C. Group</u>		<u>52-1650540</u>	
Address of the Principal Place of Business (street, city, state, zip code)		New York State Vendor Identification Number	
<u>438 N. FREDERICK AVE SUITE 200A GAITHERSBURG, MD 20877</u>			
Email		Telephone	Fax
<u>BROFFE@HHCGroup.COM</u>		<u>(301) 963-0762 ext. 101</u>	<u>(301) 963-9731</u>
Website			
<u>WWW.HHCGroup.COM</u>			
Additional Legal Business Entity Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , <u>Other Identity</u> , or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
/	N/A	/	/
1.0 Legal Business Entity Type – Check appropriate box and provide additional information:			
<input checked="" type="checkbox"/> <u>Corporation</u> (including <u>PC</u> )		Date of Incorporation <u>7/1995</u>	
<input type="checkbox"/> <u>Limited Liability Company (LLC or PLLC)</u>		Date of Organization	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u> )		Date of Registration or Establishment	
<input type="checkbox"/> <u>Sole Proprietor</u>		How many years in business?	
<input type="checkbox"/> <u>Other</u>		Date Established	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If 'No,' indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.			
<input checked="" type="checkbox"/> <u>United States</u> State <u>MD</u> - <u>CERTIFICATE OF GOOD STANDING ATTACHED</u>			
<input type="checkbox"/> <u>Other</u> Country _____			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS</u> Number?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," Enter <u>DUNS</u> Number <u>14327889</u>			

\*All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at [www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf](http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf).

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>I. LEGAL BUSINESS ENTITY INFORMATION</b>		
1.4 If the <u>Legal Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Legal Business Entity</u> maintain an office in New York State? (Select "N/A," if <u>Principal Place of Business</u> is in New York State.)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.		
1.5 Is the <u>Legal Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise (MBE)</u> , <u>Women-Owned Business Enterprise (WBE)</u> , <u>New York State Small Business (SB)</u> or a federally certified <u>Disadvantaged Business Enterprise (DBE)</u> ? If "Yes," check all that apply:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise (MBE)</u> <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise (WBE)</u> <input type="checkbox"/> <u>New York State Small Business (SB)</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise (DBE)</u>		
1.6 Identify <u>Officials</u> and <u>Principal Owners</u> , if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.		
Name	Title	Percentage Ownership <i>(Enter 0% if not applicable)</i>
BRUCE D. ROFFE	PRESIDENT & CEO	
ROBERTA F. ROFFE	VICE PRESIDENT	

NEW YORK STATE  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**  
**FOR-PROFIT BUSINESS ENTITY**

**II. REPORTING ENTITY INFORMATION**

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

Legal Business Entity

*Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)*

Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

*Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)*

**IDENTIFYING INFORMATION**

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)

Telephone

ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

Yes  No

If "Yes," enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity.  
*For each person, include name and title. Attach additional pages if necessary.*

Name	Title

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**INSTRUCTIONS FOR SECTIONS III THROUGH VII**

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

**III. LEADERSHIP INTEGRITY**

*Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:*

- |  |  |
|--|--|
| 3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other |
| 3.1 <u>Suspended, debarred, or disqualified</u> from any <u>government contracting process</u> ?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other |
| 3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other |
| 3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for:<br>a) Any business-related activity; or<br>b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other |

For each "Yes" or "Other" explain:

**IV. INTEGRITY – CONTRACT BIDDING**

*Within the past five (5) years, has the reporting entity:*

- |   |   |
|---|---|
| 4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4.1 Been subject to a denial or revocation of a government prequalification?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

For each "Yes," explain:

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>V. INTEGRITY – CONTRACT AWARD</b>	
<i>Within the past five (5) years, has the reporting entity:</i>	
5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes," explain:	

<b>VI. CERTIFICATIONS/LICENSES</b>	
<i>Within the past five (5) years, has the reporting entity:</i>	
6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes," explain:	

<b>VII. LEGAL PROCEEDINGS</b>	
<i>Within the past five (5) years, has the reporting entity:</i>	
7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes," explain:	

**NEW YORK STATE**  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**  
**FOR-PROFIT BUSINESS ENTITY**

**VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY**

8.0 Within the past five (5) years, has the Reporting Entity received any formal unsatisfactory performance assessment(s) from any government entity on any contract?  Yes  No

If "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

8.1 Within the past five (5) years, has the Reporting Entity had any liquidated damages assessed over \$25,000?  Yes  No

If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

8.2 Within the past five (5) years, have any liens or judgments (not including UCC filings) over \$25,000 been filed against the Reporting Entity which remain undischarged?  Yes  No

If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

8.3 In the last seven (7) years, has the Reporting Entity initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?  Yes  No

If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.

8.4 During the past three (3) years, has the Reporting Entity failed to file or pay any tax returns required by federal, state or local tax laws?  Yes  No

If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the Reporting Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.

8.5 During the past three (3) years, has the Reporting Entity failed to file or pay any New York State unemployment insurance returns?  Yes  No  
N/A

If "Yes," provide the years the Reporting Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

8.6 During the past three (3) years, has the Reporting Entity had any government audit(s) completed?  Yes  No

a) If "Yes," did any audit of the Reporting Entity identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any material disallowance?  Yes  No

If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**IX. ASSOCIATED ENTITIES**

*This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.  
(See definition of "associated entity" for additional information to complete this section.)*

9.0 Does the Reporting Entity have any Associated Entities?

Yes  No

Note: All questions in this section must be answered if the Reporting Entity is either:

- An Organizational Unit; or
- The entire Legal Business Entity which controls, or is controlled by, any other entity(ies).

If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.

9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

Yes  No

- a) Any business-related activity; or
- b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?

If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over \$50,000?

Yes  No

If "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 Within the past five (5) years, has any Associated Entity:

a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?

Yes  No

b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?

Yes  No

c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?

Yes  No

d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of \$500,000?

Yes  No

e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?

Yes  No

f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?

Yes  No

g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

Yes  No

For each "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

NEW YORK STATE  
**VENDOR RESPONSIBILITY QUESTIONNAIRE**  
**FOR-PROFIT BUSINESS ENTITY**

<b>X. FREEDOM OF INFORMATION LAW (FOIL)</b>	
<p>10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).</p> <p>Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>If "Yes," indicate the question number(s) and explain the basis for the claim.</p>	

<b>XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE</b>		
Name	Telephone	Fax
	(301) 963-0762 ext. 101	(301) 963-9431
Title	Email	
BRUCE D. ROFFE, PRESIDENT & CEO	BROFFE@HHC GROUP.COM	

NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official



Printed Name of Signatory

BRUCE D. ROFFE

Title

PRESIDENT & CEO

Name of Business

ROFFE ENTERPRISES, INC. t/a H. H. C. Group

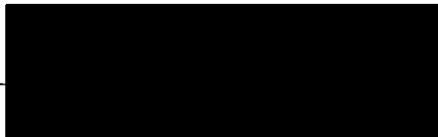
Address

438 N. FREDERICK AVE, SUITE 200A

City, State, Zip

GAITHERSBURG, MD 20877

Sworn to before me this 2<sup>nd</sup> day of August, 2016;



Notary Public  
**ROBERTA A. ROFFE**  
NOTARY PUBLIC  
MONTGOMERY COUNTY  
MARYLAND  
My Commission Expires 02-25-2020

**STATE OF MARYLAND**  
*Department of Assessments and Taxation*

I, HEIDI DUDDERAR OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT ROFFE ENTERPRISES, INC., INCORPORATED OCTOBER 13, 1989, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS JANUARY 08, 2016.

[Redacted Signature]

[Redacted Title]

Associate Director



*301 West Preston Street, Baltimore, Maryland 21201*  
*Telephone Balto. Metro (410) 767-1340 / Outside Balto. Metro (888) 246-5941*  
*MRS (Maryland Relay Service) (800) 735-2258 TT/Voice*  
*Fax (410) 333-7097*

A.16 Freedom of Information Law – Request for Redaction Chart

Attached under this tab

Roffe Enterprises, Inc., t/a H.H.C. Group  
 (Name of Company)

Proposal Dated: August 11, 2016

In Response to the Request for Proposals entitled **Dispute Resolution Program # DRP-2016-1.**

- Offeror asserts that the information noted in the table below constitutes proprietary and/or trade secret information and desires that such information not be disclosed if requested pursuant to the New York State Freedom of Information Law, Article 6 of the Public Officers Law.
- Offeror makes **NO** assertion that any information in its Proposal, in whole or in part, should be protected from FOIL disclosure.

Administrative Proposal:		
Requested Redaction Page #'s and Proposal Sections or	Description	Offeror Rationale for Proposed Redaction
<i>Insert rows above as necessary</i>		
Technical Proposal:		
Requested Redaction Page #'s and Proposal Sections or	Description	Offeror Rationale for Proposed Redaction
<i>Insert rows above as necessary</i>		
Cost Proposal:		
Requested Redaction Page #'s and Proposal Sections or	Description	Offeror Rationale for Proposed Redaction

TAB A.16 – FREEDOM OF INFORMATION LAW – REQUEST FOR REDACTION CHART (Exhibit I.C)  
Page 2 of 2

<i>Insert rows above as necessary</i>		

**REDACTION CHART**

Please provide specific justification for each item for which you seek protection from FOIL disclosure. An appropriate justification may any one or more of the following considerations by which to demonstrate reasonably whether the item for which you seek protection may be excepted from disclosure:

- a) the confidential nature of the specific item, including a description of the nature and extent of the injury to the Offeror's competitive position, such as unfair economic or competitive damage, which would be incurred were the information/record to be disclosed;
- b) whether the specific information/record is treated as confidential by the Offeror, including whether it ever has been made available to any person or entity;
- c) whether any patent, copyright, or similar legal protection exists for the specific item of information;
- d) whether the public disclosure of the information/record is otherwise restricted by law, and the specific source and content of such restriction;
- e) the date upon which the information/record no longer will need to be kept confidential, if applicable;
- f) whether the item of information is known by anyone outside the Offeror's business or organization;
- g) the extent to which the information is known by Offeror's employees and others involved in the Offeror's business;
- h) the value of the specific information/record to the Offeror and to its competitors;
- i) the amount of effort or money expended by the Offeror in developing the information/record; and
- j) the ease or difficulty with which the information could be properly acquired or duplicated (not merely copied) for use by others.

A.17 Financial Statement from HHC Group Bank

Attached under this tab



Deepak Soni  
Vice President  
SunTrust Bank  
78 Bureau Drive  
Gaithersburg, MD 20878  
301-556-9201 or 301-675-7355  
deepak.soni@SunTrust.com

07/27/2016

Bruce D. Roffe, President & CEO  
Roffe Enterprises Inc  
T/A H H C Group  
438 N. Frederick Ave, STE 200A  
Gaithersburg MD 20877

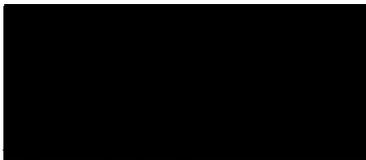
Re: Bank Reference Letter

To whom it may concern:

This letter is to confirm that Roffe Enterprises Inc T/a HHC Group (the "Company") and President/CEO Bruce D. Roffe are clients of SunTrust Bank since 1995. They are valuable and longtime client of SunTrust Bank with excellent credit history. Their accounts are in good standing and keep average balance of \$1,249,450.00 in their accounts. Based on long time relationship bank is willing to extend credit facility or other banking services per their request.

Should you have any additional questions, please do not hesitate to reach me at 301-675-7355 or [deepak.soni@suntrust.com](mailto:deepak.soni@suntrust.com).

Sincerely,  
SunTrust Bank

By:   
Name Deepak Soni  
Title: Vice President  
Diversified Business Banking

Roffe Enterprises, Inc., t/a H.H.C. Group

Proposal Due Date: August 11<sup>th</sup>, 2016

RFP #DRP-2016-1

**TECHNICAL PROPOSAL**

**Original #1**

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NEW YORK STATE DEPARTMENT OF CIVIL SERVICE  
REQUEST FOR PROPOSALS #DRP-2016-1

ROFFE ENTERPRISES, INC. t/a HHC GROUP  
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GAITHERSBURG, MD 20877  
Date of Submission: August 11, 2016

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## **B.1 PROGRAM ADMINISTRATION**

### **B.1(a) EXECUTIVE SUMMARY**

Roffe Enterprises, Inc., t/a HHC Group (“HHC Group”) has been incorporated since 1995 and has grown to be a reputable company providing a variety of services. One of such services is what HHC Group refers to as its Medical Review Program. Under this program, HHC Group intends to create a section, if awarded, the Dispute Resolution Program (“DRP”) as defined under this Request for Proposals (“RFP”). Under the DRP, HHC Group will review conflicting medical opinions (or Appeals) regarding an individual’s degree of disability under the Workers’ Compensation laws within any given State. Under the DRP, HHC Group will review records/documents from the Appeals of the two eligible groups (Group 1 and Group 2) of employees employed by the State of New York under the New York State Workers’ Compensation Law (“WCL”).

In order to support the services under the DRP, HHC Group currently has a Medical Review Department (MRD) consisting of a Medical Director, clinical staff, administrative staff and independently contracted physicians within its panel. In fact, HHC Group has been accredited by the Utilization Review Accreditation Commission (URAC) as an Independent Review Organization (IRO) for successive terms since April of 2004. Through its Medical Review Department, Appeals will be assigned to a qualified independent third party reviewer to review the treating physicians’ and evaluating physicians’ conflicting medical determinations regarding an injured employee’s degree of disability. Given the different DRP treatments for the two eligible employee groups, HHC Group will provide a checklist (see attachment labeled Exhibit 1 for a sample checklist created for this DRP) for each group review. HHC Group will also train its MRD staff to identify and categorize Group 1 employees that would only be qualified for work-related medical documentation reviews, while Group 2 employees would be qualified for both work-related and non-work related medical documentation reviews. HHC Group will monitor the frequency of the DRP program used during the administration of a work-related injury (i.e., Group 1 can utilize DRP only once during the administration of a work-related injury/illness while Group 2 can utilize the DRP multiple times for the same injury/illness under circumstances provided by the DRP). Ms. Catherine Race, HHC Group’s Clinical Director, shall serve as the Program Manager for the DRP and will address direct inquiries by the Department within one (1) business day for the entire term of the Agreement.

### **B.1(b) ACCOUNT TEAM**

To illustrate the organization of HHC Group in administering the DRP for the State of New York (“NYS”), Exhibit 2 includes biographical information of individuals within the MRD at HHC Group. All individuals listed within the Organizational Chart in Exhibit 2, including the DRP program manager, are experienced, accessible, and knowledgeable on the processes listed in this Technical Proposal to timely respond to administrative and clinical concerns during the DRP and life of the Agreement within one (1) business day. Also, attached (Exhibit 2) is the Biographical Sketch Form referred to as Exhibit I.B for the key staff members involved in the DRP. MRD staff shall be trained prior to the effective date of the DRP Agreement to immediately notify the Department of any actual or anticipated events impacting DRP costs and/or delivery of services to employees such as, but not limited to, legislation, litigation, and operations issues.

### B.1(c) PREVIOUS EXPERIENCE

HHC Group has served as an IRO for over 100 clients since 2004 - both State and private companies. HHC Group is licensed as an IRO in 25 states. HHC Group has rarely had any issues with the subcontractors listed herein, as the subcontractors strictly adhere to the policies and procedures as created and enforced by HHC Group, URAC, and state and federal laws. HHC Group integrates, manages and provides a complete MRD to oversee all reviews from subcontractors before they are finalized, just as HHC Group does for its own panelist reviewing physicians. HHC Group will continue to adhere to strict timeline schedules to meet the seven (7) calendar day turnaround time under the DRP. All implementation, management, and program duties have been met and have been on time. Currently, as a licensed IRO in 25-states, HHC Group has implemented a checklist for each state which includes all items for each and every single review conducted by HHC Group or one of its subcontractors. A checklist, similar to the one attached (Exhibit 1), will be created, revised, and updated from time to time to ensure that the MRD is properly reviewing, processing, and finalizing reports for both Group 1 and Group 2 degree of disability determinations.

### B.1(d) USE OF SUBCONTRACTORS

HHC Group currently utilizes the services of Peer Review Solutions, Inc., a minority owned business with a principal place of business located at 101 Sea View Avenue, Piedmont, CA 94610 for additional peer reviewers to cover other specialties in addition to those within the HHC Group panel of peer reviewers. HHC Group also utilizes the services of Claims Eval, Inc. with a principal place of business located at 6905 Mystery Creek Lane, Granite Bay, CA 95746, for the same reasons. Both subcontractors follow the same format and are required to perform their services as prescribed in Section B.2 below. See attached (Exhibit 3) for a description of each subcontractor (Claims Eval, Inc., and Peer Review Solutions, Inc.), the services they provide HHC Group, and their respective URAC accreditation.

## **B.2 IMPLEMENTATION PLAN**

HHC Group is equipped to serve as the sole performer under the DRP, if so awarded, for all Group 1 and Group 2 appeals from NYS. Please refer to Exhibit 4 (attached) for a flowchart depicting the process HHC Group intends to implement as well as to the following detailed submission. This implementation plan shall be completed and take effect on or before January 31, 2017, so that the DRP is fully operational to accept and begin reviewing appeals on February 1, 2017.

### **B.2(a) CASE REVIEW**

**1. Appeal Request Form:** This document is attached (Exhibit 5) as a draft form of what HHC Group will require before reviewing a case. This form will be distributed to all State Agencies with employees covered by the DRP in sufficient quantities, in both a paper and electronic format along with filing instructions, including Appeal eligibility and filing deadlines. At the onset of the contract term HHC Group's involvement, HHC Group shall receive the Appeal Request Form via website ([www.hhcgroup.com](http://www.hhcgroup.com)), email, fax or mail. HHC Group's staff is reachable anytime during normal business hours (Monday – Friday, 9 AM – 6 PM ET). HHC Group also maintains a toll-free number (800-836-8681 ext. 214) that will record messages or provide instructions 24 hours a day, 7 days a week. Below is the process in which HHC Group will review cases:

- a. Upon receipt of the Appeal Request Form, HHC Group determines if a conflict of interest exists.
  - b. If a conflict exists, HHC Group shall develop a screening process to prevent the conflicted individuals from servicing the particular conflicting Appeal.
  - c. HHC Group will then review the Appeal Request Form to ensure/confirm that all necessary and requisite information is provided within the allowed Appeal period. The review will conform to the Appeals period which is as follows: First, three (3) business days from the day the employing agency notifies the Group 1 employee of the light duty assignment, and second (10) ten calendar days from the day the employing agency notifies the Group 2 employee of the modified duty assignment determination, which consists in totality as the Appeal Request Form:
    - i. Initials by the treating physician
    - ii. Form C4
    - iii. Doctor's initial report (for work-related injuries/illnesses)
    - iv. Medical records/documentation
2. **Evaluating Physician Records:** Upon receipt of the Appeal Request Form, HHC Group shall immediately request supporting medical documentation from the evaluating physician. For work related injuries/illness, supporting documentation must include the Form IME-4 Evaluating Physician's Report and Estimated Physical Capabilities Form.
3. **Valid Appeal:** Once HHC Group has determined that it has received complete medical documentation from both the treating physician and the evaluating physicians, the Appeal is considered to be a Valid Appeal and the program review period will commence. HHC Group will then notify the Evaluating physician, treating physician, the employee, and the appropriate union and fund, if applicable, of the Valid Appeal along with the date/time of receipt.
4. **Peer Review:** HHC Group will then engage the reviewing physician (RP) to evaluate the medical records, treating and evaluating physician's reports and other necessary records to determine if the documentation better supports either the treating physician's or the evaluating physician's degree of disability determination.
- a. **Reviewer conflict of Interest Assessment:** *See also Exhibit 6 for the Conflict of Interest Assessment Policy and Procedure in place at HHC Group.* For each case, HHC Group verifies that neither HHC Group nor the reviewer(s) do(es) not:

- i. Have a material professional, familial, or financial conflict of interest regarding any of the following:
    1. The employing agency, Fund or Union that is the subject of the Appeal;
    2. Any officer, director, or management employee of the employing agency, Fund or Union;
    3. The actual patient within the Appeal;
    4. The attending provider or any other health care provider previously involved in the case;
    5. The facility at which the recommended treatment would be provided; or
    6. The developer or manufacturer of the principal drug, device, procedure, or other therapy being recommended for the consumer.
  - ii. Accept compensation for review activities that is dependent in any way on the specific outcome of the case; or
  - iii. Have involvement with the case prior to its referral to review.
- b. **Reviewer Qualifications:** *See also Exhibit 7 for HHC Group's Reviewer Credentialing Program and Reviewer Credentials Verification.*
- i. Reviewing physicians and subcontractors for purposes of this DRP are independent contractors and are not employed by HHC Group. A sample contract with a peer reviewer is attached (Exhibit 8).
  - ii. HHC Group establishes and implements criteria for the number and qualification of reviewers. See Exhibit 7. HHC Group Special Projects Manager (Mr. Robert Serber) and/or the Medical Director (Dr. Roger Hinkson) will ensure there is a reviewer who:
    1. Is a clinical peer of the attending provider;
    2. Is knowledgeable of the subject matter and has a scope of licensure and professional experience that encompasses the health service or treatment under review;
    3. Has current experience in managing patients with the condition that is the subject of the case;
    4. Has the ability to evaluate the determinations from both the treating physician's degree of disability reports and the evaluating physician's degree of disability reports;
    5. Has the expertise to address the issues that are the source of the dispute; and
    6. Holds a nonrestricted license in a state of the United States and a current certification by a recognized American medical specialty board in the area or areas appropriate to the subject of the Appeal.
  - iii. In addition, HHC Group shall ensure that each reviewing physician meets the following requirements:
    1. Has specialized expertise in the treatment and/or diagnosis of work-related injuries/illnesses;
    2. Is a certified specialist in the appropriate field when that certification is necessary for making and evaluating degree of disability determinations;
    3. HHC Group shall maintain and have on its panel no less than three (3) certified physicians as reviewing physicians from each of the following specialties, and additional physicians will be added to the physician panel as needed based on the appeal volume and/or specialty:
      - a. Cardiology
      - b. Chiropractic
      - c. Neurology
      - d. Orthopedics
      - e. Psychiatry

4. Reviewing physicians shall testify before the Board when appropriate and necessary;
5. All reviewing physicians and HHC Group currently have and shall maintain contracts that include negotiated fees and payments for services rendered under the DRP and such payments shall be paid by HHC Group;
6. HHC Group shall assure that the reviewing physician is not the staff, treating or evaluating physician as defined under the DRP;
7. HHC Group will ensure that the reviewing physician has all and complete medical documentation reviews and records (as outlined in Section B.2(a)- 7 (e), (f), and (g)) ;
8. HHC Group will ensure that the reviewing physician's decision to support either the treating or evaluating physician's determination of the employee's degree of disability is based on the review of the employee's medical records, reports, and other documentation and reports are to be provided (deleted reference to Section B.2(a)- 7 (e), (f) and (g) Leana if you could clarify the reference to Sections it would help, both Bob and I cannot find the corresponding Section reference); and
9. Each reviewing physician signs a declaration to the standard requirements and this declaration is placed in the reviewing physician's file. See also Exhibit 7.

\*\*Please note, if we are awarded the Request for Proposal contract, HHC Group will endeavor to add NY State Workers' Compensation authorized physicians to our panel.

- iv. Once selected to be on the panel at HHC Group, or a subcontractor panel, HHC Group provides the reviewer with a training guide for protected and securing confidential patient health information (PHI) as well as HIPAA regulations. See attached (Exhibit 10).
- c. Reviewer Case Selection:**
- i. For each case, HHC Group:
    1. Selects the reviewer(s) with responsibility for considering the case and rendering a determination; and
    2. Provides to each reviewer a file that includes all medical records necessary to consider the case.
  - ii. If HHC Group or the reviewer assigned to the case becomes unavailable for reasons beyond the control of HHC Group, including acts of God, natural disasters, epidemics, strikes or other labor disruptions, war, civil disturbance, riots or complete or partial disruption of the facilities, HHC Group will assign a qualified substitute reviewer.
- d. Use of Multiple Reviewers:** If more than one reviewer is utilized in making a decision:
- i. Render an overall decision based on the majority decision of the reviewers; or
  - ii. If the reviewers are evenly split as to the decision, request an additional reviewer to make a binding majority decision.
- e. Documentation:**
- i. In addition to the documents and information provided or transmitted by the employing agency/treating physician, and to the extent the information or documents are available and HHC Group considers the appeal a Valid Appeal, HHC Group shall consider the following in reaching a decision:
    1. The employee's relevant medical records;
    2. The treating physician's medical records of the employee;
    3. The evaluating physician's medical records of the employee;
    4. Consulting reports from appropriate health care professionals and other documents submitted to HHC Group;

5. The most appropriate practice guidelines, which may include generally accepted practice guidelines, evidence-based practice guidelines, or any other practice guidelines developed by the federal government or national or professional medical societies, boards, and associations;
  6. Any applicable clinical review criteria developed and used by the health carrier or its designee;
  7. Laboratory reports and X-rays;
  8. Provide the reviewing physician with the guidelines in evaluating degree of disability as provided for under NYS laws to accompany the proper determination by the peer reviewer (*the reviewer is instructed to visit <http://www.wcb.ny.gov/content/main/hcpp/ImpairmentGuidelines/2012ImpairmentGuide.pdf> to view and apply the guidelines*); and
  9. Any documentation supporting either the treating physician's degree of disability determination or the evaluating physician's degree of disability determination.
- ii. HHC Group shall review the terms of the disability statutes and provide updated language to each peer reviewer in determining the degree of disability in the peer reviewer's finding of support toward either the evaluating physician or the treating physician's degree of disability determination.
  - iii. HHC Group's determination shall be based on the employee's medical condition at the time of the initial treating physician's determination.
- f. **Decision Contents:** The Clinical Director/Program Manager and the Medical Director shall review all decisions in writing to ensure each contains the following, if applicable:
- i. A statement of the nature of the grievance and the Group to which the employee is categorized under (either Group 1 or Group 2);
  - ii. The question/issues to determine the proper degree of the employee's disability;
  - iii. A description of the qualifications of the reviewer(s); and
  - iv. A clinical rationale or explanation for the determination, including references to supporting evidence, in its favor of either the treating physician's degree of disability determination or the evaluating physician's degree of disability determination.
- g. **Decision Timeframes:**
- i. Within 24 hours of receiving the appeal, the Clinical Director/Program Manager shall determine whether the records/documentation provided are complete to be categorized as a Valid Appeal. If so, the Clinical Director/Program Manager will also determine what Group the employee belongs to and determine the timeliness of the appeal:
    1. Group 1: three (3) business days from the day the employing agency notifies the Group 1 employee of the light duty assignment; and
    2. Group 2: ten (10) calendar days from the day the employing agency notifies the group 2 employee of the modified duty assignment determination.
  - ii. If additional documents are needed, the Clinical Director/Program Manager will notify the proper authorities and physicians in obtaining the additional documentation and the reviewing period will not begin until all records as provided under Section B.2(a)-3 are delivered to HHC Group to be categorized as a Valid Appeal.
  - iii. Once the appeal is considered to be a Valid Appeal, and within 24 hours, HHC Group will assign the appropriate reviewing physician to the Valid Appeal, provide all documentation and records to the reviewing physician, and give the reviewing physician three (3) calendar days to review the record and create her/his report.

- iv. Once the report is finalized and sent to HHC Group by the reviewing physician, HHC Group Clinical Director/Program Manager, General Counsel, and Medical Director will review the final report, verify its contents and determinations, and follow protocol as set forth in Section B.2(a)- 7 and 8.
  - v. HHC Group shall complete reviews based on the degree of disability and reasons for supporting either the treating physician's degree of disability determination or the evaluating physician's degree of disability determination and provide notification within seven (7) calendar days and the report must include the employee identifier and a statement in support of either the treating or evaluating physician's degree of disability determination.
5. **Final Decision:** HHC Group shall then report, in writing, the reviewing physician decision to either uphold the treating physician's or the evaluating physician's determination within the program review period depicted under Section B.2(a)- 7 (g) and this report shall be sent via facsimile in addition to regular U.S. mail to the employee, employing agency, evaluating physician, treating physician, and the appropriate Union and the Fund, if applicable. Attached (Exhibit 9) is a sample report that HHC Group intends on using, unless otherwise directed by NYS. HHC Group shall be responsible for all accounting and for the payment of all development, production, and mailing costs incurred to disseminate the DRP communication materials to the employee, employing agency, treating physician, evaluating physician, appropriate Union and Fund.
6. **Confidentiality:** HHC Group, a URAC accredited IRO, takes extreme care to ensure its data management is in compliance with HIPAA rules and regulations. See Exhibit 10.
7. **Written Record:** HHC Group maintains a written record of all independent review decisions for a period of six (6) months, and thereafter is scanned and archived. A log of its turnaround times for each review is maintained to ensure it remains in compliance with URAC standards and NYS requirements which includes the following:
- a. All documentation relating to the Valid Appeal;
  - b. HHC Group's decision regarding its determination to uphold either the treating or the evaluating physician's determination of the employee's degree of disability;
  - c. The name, credentials and specialty of the reviewer;
  - d. Medical evidence and information considered during the review;
  - e. References to any medical literature, research data, or national clinical criteria upon which the decision is based;
  - f. A copy of the relevant policy, regulations and laws in evaluating the degree of disability standards; and
  - g. A copy of all correspondence and communication between HHC Group, the reviewer, and any other person regarding the Valid Appeal, including a copy of the final decision letter.

#### B.2(b) APPEAL VOLUME/CORPORATE RESOURCES

As stated and provided for in this Technical Proposal, HHC Group is equipped and prepared for the volume of appeals averaging 78 per year under Group 1 and 8 per year under Group 2. However, it is imperative to note that HHC Group is equipped and prepared to review more than hundreds of appeals per year given its extensive and diverse panel of physician reviewers and those of the subcontractors as defined under Section B.1(d).

The General Counsel at HHC Group also serves as the URAC Compliance Officer. As such, she ensures compliance with all legislative and statutory requirements not only for the State of New York as it applies to this DRP, but also under URAC as it applies to policies and procedures in place or updates that affect the DRP.

HHC Group currently has a large panel of peer reviewers as is depicted at Exhibit 13 as the Dispute Resolution Program Network Count. HHC Group Special Projects Manager is the individual in charge of recruiting physicians, reviewing credentials, and determining the qualifications for each specialty on our panel. Also attached under Exhibit 13 is the Procedure for Recruiting Peer Review Panelists that HHC Group Special Project Manager follows as well as the HHC Group Peer Review Panelist Selection Procedure.

#### B.2(c) HIPAA COMPLIANCE/URAC COMPLIANCE

As previously stated and provided for in this Technical Proposal, HHC Group is URAC accredited (see Exhibit 11 for URAC Accreditation Certificate) and follows all HIPAA regulations, rules and procedures to ensure the confidentiality and security of transferring and receiving information between HHC Group and the treating physician, evaluating physician, employing agency, and the appropriate Union, or fund where applicable. Currently, HHC Group is renewing its URAC accreditation certificate for Comprehensive review (which includes both internal and external reviews) and will provide each renewal certificate to the NYS Department for updating. Through its secure online portal, any and all records/documentation may be uploaded to [www.hhcgroup.com](http://www.hhcgroup.com) once the user registers itself with the proper identification. In addition, HHC Group provides a secure email ([mrp@hhcgroup.com](mailto:mrp@hhcgroup.com)) where the Medical Review Program Department may receive and communicate with the appropriate parties in a secure and encrypted manner. Exhibit 10 enumerates HHC Group's policies and procedures dealing with security, HIPAA compliance, and URAC requisite standards. HHC Group also has a policy in place for fraud, waste, and abuse which can be found at Exhibit 12.

#### B.2(d) IMPLEMENTATION GUARANTEE

HHC Group guarantees that all of the implementation and start-up requirements as set forth in this Technical Proposal shall be met and that HHC Group shall be fully operational on or before January 31, 2017. In the event that the implementation guarantees are not met, HHC Group shall agree to forfeit amounts as specified herein for each calendar day not complete and fully implemented.

*The dollar amount HHC Group will credit the Department, for each calendar day that all implementation and start-up requirements are not met beyond January 31, 2017, is one hundred dollars (\$100.00).*

### **B.3 REPORTING**

HHC Group will cooperate and work with the Department of Civil Services (DSC) in ensuring that all brochures, appeal request forms, and review reports are accurate and properly submitted. That said, HHC Group shall provide monthly and Quarterly review summary reports as follows:

**1. Monthly Appeals Summary Report:**

HHC Group shall submit a monthly appeals report summarizing for each employee group, the number of appeals received, the number of Valid Appeals, the disposition of each completed appeal, and the number of appeals billed to the program. HHC Group shall closely follow the format provided by the Department as the Sample Monthly Report of Appeals. The report will be due thirty (30) days after the end of each month and be sent to the individual provided by the Department.

**2. Quarterly Medical Documentation Review Summary Report:**

Each quarter, HHC Group shall submit a medical documentation review report summarizing for Group 1 and Group 2 the number of appeals completed within the applicable program review period, as well as the distribution of appeals by reviewing physician category. HHC Group shall closely follow the format specified by the DSC as the Sample Quarterly Report of Appeal Specialties. This report will be due thirty (30) days after the end of each quarter.

**3. Quarterly EEO Workforce Utilization Compliance Report:**

Each quarter, in addition to Section C.1-2 herein, HHC Group shall submit Form EEO-101 Workforce Utilization Compliance Report. The format, frequency, and due dates for such reports, if any, will be as provided by the NYS Department during the term of the Agreement.

**4. Ad Hoc Reporting Requests:**

If and when the Department requests ad hoc reports or other data analysis to monitor the DRP services and contract compliance, HHC Group will follow any and all format, frequency and due dates for such reports as provided for by the Department.

**5. Management Reports Performance Guarantee:**

HHC Group agrees that the management reports listed in this Technical Proposal shall be accurately prepared and delivered to the Department no later than their respective due dates inclusive of the date of receipt. *For each management report listed herein of this RFP that is not substantially accurate and/or received by its respective due date, HHC Group shall forfeit the dollar amount of \$25.00 per report for each business day between the due date and the date the accurate management report is received by the Department inclusive of the date of receipt.*

#### **B.4 TRANSITION AND TERMINATION OF CONTRACT**

While HHC Group hopes for a long-term and complete relationship with the DCS for purposes of this DRP, the following terms shall apply for purposes of termination and transition:

1. HHC Group shall provide the Department within ninety (90) days of the end of the Agreement, or within fifteen (15) days of notification of termination if the Agreement is terminated prior to the end of the term, written notice and plan for transition to the Department under this DRP.
2. Within fifteen (15) business days from receipt of the transition plan, the Department shall either approve the transition plan or notify the offeror, in writing, of the changes required to the transition plan so as to make it acceptable to the department.
3. Within fifteen (15) business days from HHC Group's receipt of the required changes, HHC Group shall incorporate said changes into the transition plan and submit such revised transition plan to the Department for approval.
4. HHC Group shall be responsible for transitioning the DRP in accordance with the approved transition plan.
5. To ensure that the transition to a successor organization provides employees with uninterrupted access to program services, and to enable the Department to effectively manage the Agreement, HHC Group shall provide the following contractor related obligations to the DRP through the final financial settlement of the Agreement which includes but is not limited to:
  - a. Completing all required reports in the reporting section of the RFP;
  - b. Providing the program with sufficient staffing in order to address State audit requests and reports in a timely manner;
  - c. Agreeing to fully cooperate with all the Department or Office of the NYS Comptroller (OSC) audits consistent with its requirements;
  - d. Performing timely reviews and responses to audit findings submitted by the Department and the OSC's audit unit in accordance with the requirements set forth in the Audit Authority of the RFP; and
  - e. Remitting reimbursement due to the DRP in a timely manner upon final audit determination consistent with the process specified in the Audit Authority under the RFP.
6. HHC Group shall fully cooperate with the successor in the event of a transfer of the DRP services to ensure timely, smooth transfer of information necessary to administer the DRP.
7. In summary, HHC Group will provide all checklists, appeal request forms, brochures, submission reports, and any other documentation or data that is necessary for the smooth transition and upon the Department's request.

*Roffe Enterprises, Inc. t/a H.H.C. Group*  
*RFP #DRP-2016-1*

***TECHNICAL PROPOSAL***

**EXHIBIT 1**

**INCLUDES:**

Steps for Conducting Reviews under the NYS Dispute Resolution Program

## Steps for Conducting Reviews under the NYS Dispute Resolution Program

<p><b><u>Timeframe</u></b></p> <ul style="list-style-type: none"> <li>• Must be completed within seven (7) calendar days from the date of the appeal being assigned as a <b>VALID APPEAL</b></li> </ul> <p>*Per DRP rules, decide whether the employee is categorized under Group 1 or Group 2:  <b>Group 1:</b> only be qualified for work-related medical documentation reviews;  <b>Group 2:</b> qualified for both work-related and non-work related medical documentation reviews</p>	
<p>1. Ensure no conflicts of interest exist.</p>	
<p>2. Ensure all necessary information is included.</p> <ul style="list-style-type: none"> <li>• Patient's authorization form included in order to obtain necessary medical records from employing agency, treating physician, examining physician, Union, or Fund, where applicable;</li> <li>• Patient's pertinent medical records;</li> <li>• Any other report or documents submitted by the patient, provider or insurer</li> </ul> <p>Collection of timely records: For Group 1 reviews, three (3) business days from the day the employing agency notifies the Group 1 employee of the light duty assignment and ten (10) calendar days from the day the employing agency notifies the Group 2 employee of the modified duty assignment determination.</p>	
<p>3. Select appropriate Peer Reviewer or Vendor.</p>	
<p>4. Send file to selected Vendor/Peer Reviewer with instructions (including applicable timeframe and the factors s/he is to consider).</p>	
<p>5. Review for clarity and send to Dr. Hinkson for approval.</p>	
<p>6. Make sure the decision includes:</p> <ol style="list-style-type: none"> <li>1. general description of the Appeal;</li> <li>2. the date H.H.C. Group received the assignment;</li> <li>3. the date H.H.C. Group categorized the Appeal as a <b>VALID APPEAL</b>;</li> <li>4. the time period during which the actual review was conducted by the reviewer (no more than three (3) calendar days);</li> <li>5. the written opinion of each clinical reviewer;</li> <li>6. the date we received medical records;</li> <li>7. the date we received additional medical records;</li> <li>8. the total number of pages reviewed in the medical records;</li> <li>9. references to the evidence or documentation, including the evidence based standards, guidelines for determining degree of disability considered in reaching its decision;</li> <li>10. the date of its decision;</li> <li>11. the principal reason or reasons for its decision in either favoring the evaluating physicians degree of disability or the treating</li> </ol>	

## Steps for Conducting Reviews under the NYS Dispute Resolution Program

<p>physicians determination of the employees degree of disability; and 12. the rationale for its decision.</p> <p><b>*Include the name of the reviewer, the credentials (Also leave section for Dr. Hinkson's signature of approval) Credentials MUST INCLUDE ALL Board Certification(s) _____.</b></p> <p><b>*** IF REPORT WILL BE TRANSLATED, INCLUDE THE FOLLOWING LANGUAGE AT THE END OF THE REPORT ***</b>  <i>"Translation Disclaimer: H.H.C. Group does not warrant the accuracy or reliability of translated text and shall not be liable for any misrepresentations or errors caused by such reliance on the accuracy or reliability of translated transcripts of this report."</i></p>	
<p>7. Put together cover letter.</p> <p><b>***Cover Letter must include the following***</b>  <i>"Reviewer is Board Certified in _____ [list all board certifications], with ____ years of experience in his specialty and [if he has teaching in his CV then...] ____ years of teaching experience in his specialty. [If reviewer also has published articles listed in his/her CV then...] Reviewer has also published numerous articles."</i></p>	
<p>8. Fax to NYS (Fax: _____) but also Mail report to:</p> <ul style="list-style-type: none"> <li>• Employee</li> <li>• Employing agency</li> <li>• Evaluating Physician</li> <li>• Treating Physician</li> <li>• Union</li> <li>• Fund (if applicable)</li> </ul>	
<p>9. Send copy of invoice (<b>BUT DO NOT INCLUDE PHYSICIAN'S NAME ON INVOICE</b>) to _____ email:</p>	

\_\_\_\_\_  
Date of Assignment

\_\_\_\_\_  
Date Determination Due

\_\_\_\_\_  
Date Notice Sent

*Roffe Enterprises, Inc. t/a H.H.C. Group*  
*RFP #DRP-2016-1*

***TECHNICAL PROPOSAL***

**EXHIBIT 2**

**INCLUDES:**

- HHC Group Organizational Chart
- Biographical Sketch Form for: Bruce Roffe, Roberta Fineroff Roffe, Leana Derbarghamian, Rohan Mandaiker, Robert Serber, Tempestt Morales, Catherine Race, and Hermino "Chico" Fernandez

**H.H.C. Group's Organizational Chart  
For NYS Dispute Resolution Program  
Medical Examination Program**

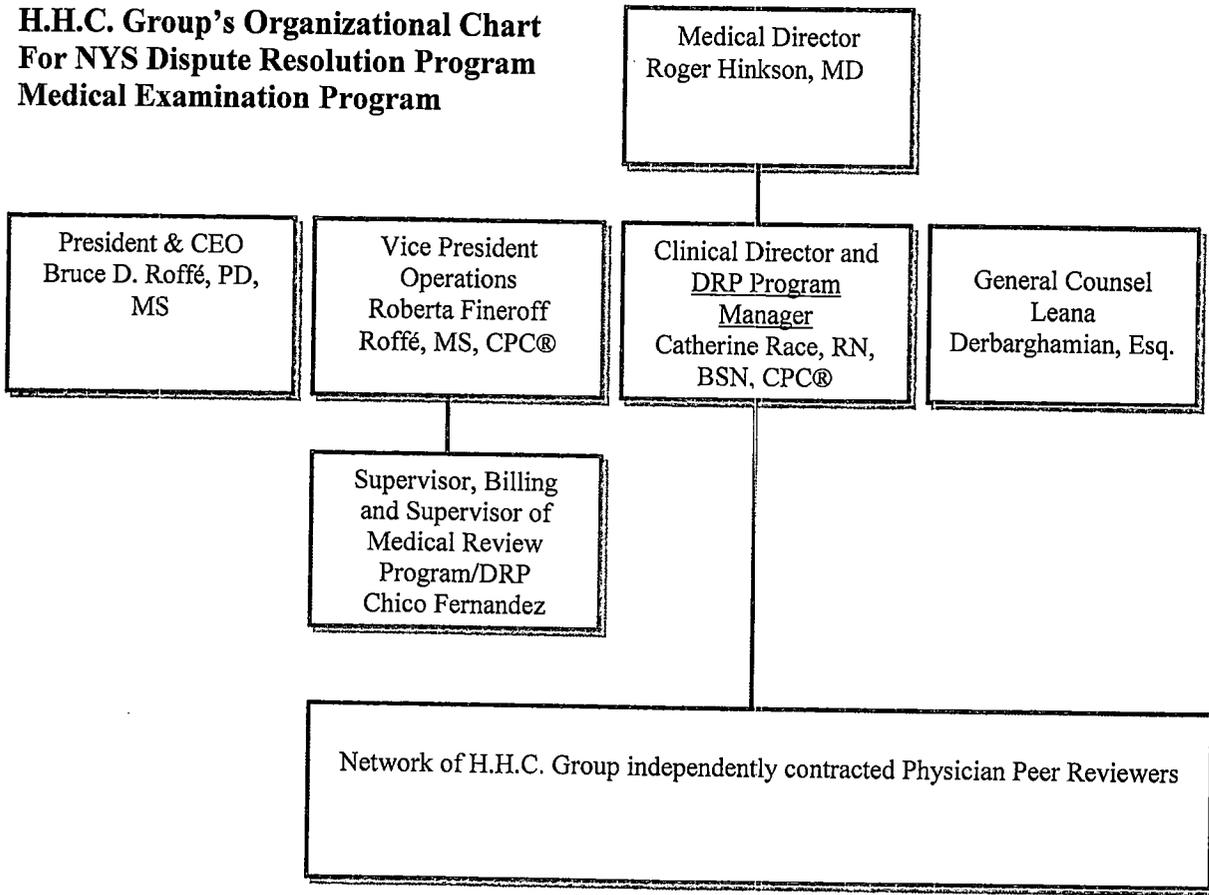


Exhibit 1.8 - BIOGRAPHICAL SKETCH FORM

INSTRUCTION: Prepare this form for each key staff individual, including subcontractor provided key staff, if any.

Name: Bruce D. Roffe

Job Title: President & CEO

Relationship to Project: Managerial Over-sight

EDUCATION

<u>Institution &amp; Location</u>	<u>Degree</u>	<u>Year Conferred</u>	<u>Discipline</u>
Pace University - NY	BS	1973	Chemistry
Columbia University - NY	BS	1976	Pharmacy
University of MD School of Pharmacy	MS	1978	Hospital Pharmacy
Johns Hopkins Hospital	Residency in Hospital Pharmacy	1978	Hospital Pharmacy

PROFESSIONAL EMPLOYMENT (Start with most recent.)

<u>Dates From- To</u>	<u>Employer</u>
July, 1995 - Present	HHC Group, 438 N Frederick Avenue, Gaithersburg, MD 20877

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

I worked as a Hospital Pharmacist and I am currently the owner of Roffe Enterprises, Inc., t/a HHC Group for the past twenty one years. I am a licensed Health Insurance Adjustor in the states of New York, Florida, North Carolina and Oregon. I attended and worked as a Hospital Pharmacy Resident in an American Society of Hospital Pharmacists Residency in Hospital Pharmacy at the Johns Hopkins Hospital. I am a Licensed/Registered Pharmacist in good standing in the States of Maryland and Florida.

**Exhibit I.B - BIOGRAPHICAL SKETCH FORM**

**INSTRUCTION: Prepare this form for each key staff individual, including subcontractor provided key staff, if any.**

Name: Roberta Fineroff Roffe  
Job Title: VP of Operations  
Relationship to Project: \_\_\_\_\_

**EDUCATION**

<u>Institution &amp; Location</u>	<u>Degree</u>	<u>Year Conferred</u>	<u>Discipline</u>
<u>Hunter College</u>	<u>BA</u>	<u>1971</u>	<u>Communication</u>
<u>Lehman College</u>	<u>BS</u>	<u>1975</u>	<u>Reading Specialist</u>

**PROFESSIONAL EMPLOYMENT** (Start with most recent.)

<u>Dates From - To</u>	<u>Employer</u>	<u>Title</u>
<u>1996 - Present</u>	<u>H.H.C. Group</u>	<u>VP of Operations</u>

**PROFESSIONAL EXPERIENCE** (Significant experience/education relevant to program)

Certified Professional Coder  
Working with MRP since 2008  
Over ten (10) years of experience in commercial health care credit and collections

Exhibit 1.8 - BIOGRAPHICAL SKETCH FORM

INSTRUCTION: Prepare this form for each key staff individual, including subcontractor provided key staff, if any.

Name: LEANA DERBARGHAMIAN

Job Title: GENERAL COUNSEL

Relationship to Project: Ensures reviews, programs, and processes are compliant with applicable state and federal laws. Reviews reports to ensure compliant with New York State Workers' Compensation Laws.

EDUCATION

<u>Institution &amp; Location</u>	<u>Degree</u>	<u>Year Conferred</u>	<u>Discipline</u>
Regent University, School of Law	J.D.	2007	Law
University of Maryland	B.S.	2003	Biology
University of Maryland	B.A.	2003	Poli Science

PROFESSIONAL EMPLOYMENT (Start with most recent.)

<u>Dates From- To</u>	<u>Employer</u>
03/2016-Present	H.H.C. Group
04/2009-03/2016	Leana Law Group
11/2007-04/2009	Shulman Rogers

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)  
URAC Training, HIPAA Training, Contract Compliance Training, External/Internal Review Training.

Exhibit I.B - BIOGRAPHICAL SKETCH FORM

INSTRUCTION: Prepare this form for each key staff individual, including subcontractor provided key staff, if any.

Name: ROHAN MANDAIKER

Job Title: Assistant Supervisor (MRP)

Relationship to Project: Review submitted records, assign to appropriate Board Certified reviewer, edit reports for content, spelling/grammar and design and submit reports to Clients.

EDUCATION

<u>Institution &amp; Location</u>	<u>Degree</u>	<u>Year Conferred</u>	<u>Discipline</u>
<u>Towson University (Towson, MD)</u>	<u>Bachelor's</u>	<u>2014</u>	<u>Communication Studies</u>

PROFESSIONAL EMPLOYMENT (Start with most recent.)

<u>Dates From - To</u>	<u>Employer</u>	<u>Title</u>
<u>5.2015 - 1.2016</u>	<u>HHC Group</u>	<u>Part-Time Recruiter/Admin</u>
<u>6.2012 - 1.2014</u>	<u>Verizon Wireless/Cellular Sales</u>	<u>Sales Associate</u>
<u>9.2010 - 4.2012</u>	<u>Papa John's Pizza</u>	<u>Delivery Driver</u>

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

HR, Communications and Marketing experience with Blue Star Ltd. and Blue Star Infotech in Mumbai, India.

Spring Break HR experience with Metasys Technologies in Duluth, GA.

Exhibit 1.8 - BIOGRAPHICAL SKETCH FORM

INSTRUCTION: Prepare this form for each key staff individual, including subcontractor provided key staff, if any.

Name: Robert Serber

Job Title: Special Projects Manager

Relationship to Project: Panel Member Recruiter

EDUCATION

<u>Institution &amp; Location</u>	<u>Degree</u>	<u>Year Conferred</u>	<u>Discipline</u>
Washington University, St. Louis, MO	BSBA	1969	Business Administration
Northwestern University, Chicago, IL	MBA	1970	Finance

PROFESSIONAL EMPLOYMENT (Start with most recent.)

<u>Dates From- To</u>	<u>Employer</u>
2011 – Present	HHC Group
2000 – 2010	AdsOnTarget, Inc.
1996 – 1999	Self Employed
1989 – 1995	Filter Systems, Inc.
1985 – 1988	Caremark

PROFESSIONAL EXPERIENCE (Significant experience/education relevant to program)

Three years as Director of Marketing for Caremark, a company that pioneered delivery of infusion therapies in the home setting. Management experience that included hiring at AdsOnTarget, Filter Systems, Inc. and Caremark.

**Exhibit I.B - BIOGRAPHICAL SKETCH FORM**

**INSTRUCTION: Prepare this form for each key staff individual, including subcontractor provided key staff, if any.**

Name: Tempestt Morales  
Job Title: Senior Billing Clerk  
Relationship to Project: \_\_\_\_\_

**EDUCATION**

<u>Institution &amp; Location</u>	<u>Degree</u>	<u>Year Conferred</u>	<u>Discipline</u>
<u>Fortis College - Landover, MD</u>	<u>Medical Billing Coding</u>	<u>2012</u>	

**PROFESSIONAL EMPLOYMENT** (Start with most recent.)

<u>Dates From - To</u>	<u>Employer</u>	<u>Title</u>
<u>11/19/2012 - Present</u>	<u>MHC Group</u>	<u>Senior Billing Clerk</u>
<u>08/2012 - 10/2012</u>	<u>Providence Hospital</u>	<u>Financial Intern</u>

**PROFESSIONAL EXPERIENCE** (Significant experience/education relevant to program)

Currently working at MHC Group within MPT Department.

**Exhibit I.B - BIOGRAPHICAL SKETCH FORM**

**INSTRUCTION: Prepare this form for each key staff individual, including subcontractor provided key staff, if any.**

Name: Catherine Race  
Job Title: Program Manager MRP/RN  
Relationship to Project: In charge of project

**EDUCATION**

<u>Institution &amp; Location</u>	<u>Degree</u>	<u>Year Conferred</u>	<u>Discipline</u>
<u>UWF</u>	<u>BSN</u>	<u>1993</u>	<u>BSN, RN</u>

**PROFESSIONAL EMPLOYMENT** (Start with most recent.)

<u>Dates From - To</u>	<u>Employer</u>	<u>Title</u>
<u>12/29/1997 - present</u>	<u>HHC Group</u>	<u>VP FCM; Program Mgr MRP</u>
<u>1987 - 6/1997</u>	<u>Visiting Nurse</u>	<u>Discharge Planner</u>

**PROFESSIONAL EXPERIENCE** (Significant experience/education relevant to program)

Case Management & Discharge Planner for over 10 years. Working HHC under MRP Dept since 2008.

**Exhibit I.B - BIOGRAPHICAL SKETCH FORM**

**INSTRUCTION: Prepare this form for each key staff individual, including subcontractor provided key staff, if any.**

**Name:** HERMINIO FERNANDEZ ("CHICO")

**Job Title:** Supervisor

**Relationship to Project:** Review and assigned requested Medical Review, Review Final Report before releasing to Health Canada

**EDUCATION**

<u>Institution &amp; Location</u>	<u>Degree</u>	<u>Year Conferred</u>	<u>Discipline</u>
<u>Certified professional Codes</u>		<u>2013</u>	
<u>U.S. Navy Health Science</u>	<u>ERT Tech</u>	<u>2000</u>	
<u>" " "</u>	<u>Med Tech</u>	<u>2000</u>	
<u>" " "</u>	<u>Audiology Tech</u>	<u>2000</u>	
<u>" " "</u>	<u>Surgical Tech</u>	<u>2000</u>	
<u>A-O-A</u>	<u>Otolaryngology Allergy</u>	<u>1995</u>	

**PROFESSIONAL EMPLOYMENT** (Start with most recent.)

<u>Dates From - To</u>	<u>Employer</u>	<u>Title</u>
<u>01/17/2000 to present</u>	<u>U-HC group</u>	<u>Supervisor</u>
<u>12/01/1993 to 11/30/1999</u>	<u>Bedford Hill Hosp.</u>	<u>Surgical Director and Super</u>

**PROFESSIONAL EXPERIENCE** (Significant experience/education relevant to program)

Certified professional Codes  
Surgical First Ass. st  
Audiology Technician  
Allergy (ENT) technician

*Roffe Enterprises, Inc. t/a H.H.C. Group*  
*RFP #DRP-2016-1*

***TECHNICAL PROPOSAL***

**EXHIBIT 3**

**INCLUDES:**

- Claims Eval, Inc. Description
- URAC Accreditation Certificate for Claims Eval Inc.
  - Peer Review Solutions Description
- URAC Accreditation Certificate for Peer Review Solutions



Claims Eval

# Independent Review Specialists

Timely, Objective, Definitive

Claims Eval, Inc. A URAC accredited Independent Review Organization (IRO)

- ❖ We have a broad panel of medical experts to help identify appropriate treatment plans that conform to state and national mandates
- ❖ We strive to attract the very best practitioners in every specialty
- ❖ We feature a streamlined, efficient and unique approach to the Independent Review process
- ❖ We produce the highest-quality report achievable in the industry
- ❖ Claims Eval, Inc. uses proprietary electronic data interface for prospective, retrospective, concurrent and appeal reviews
- ❖ We provide independent reviews to ensure medically necessary and quality health care

## Overview

- ❖ Claims Eval's outstanding independent (utilization) review service provides an objective, defensible, evidence-based analysis of Prospective, Retrospective or Concurrent medical care. Our URAC accreditation mandates adherence to the industry's most stringent quality assurance, HIPAA compliance and PHI confidentiality and security protocols.
- ❖ Our reputation is built on the quality of our peer review panel, many of whom are affiliated with the most prestigious medical centers in the country. To ensure the quality of our review process, Claims Eval repeats the credentialing process on each doctor, dentist and licensed health care professional on an annual basis, and provides continual training in utilization review, HIPAA, evidence-based medicine and regulatory guidelines.

## Responsive Client Service

Partnering with Claims Eval is easy. For independent, medical necessity reviews, file reviews, and pharmacology reviews, we create a custom profile to meet each client's specific requirements. Our support staff provides readily accessible telephone (and consultation) support from 6:00 am to 6:30 pm PT.

Patient information and medical records are transmitted through proprietary electronic data interface into our state-of-the-art, secure, web-based portal. Each new request is immediately assigned to a specialty-matched Physician Advisor.

## Client Base

As an accredited IRO, we work with Utilization Review companies, Utilization Management companies, hospital Utilization Management departments, Workers' Compensation and Group Health insurance companies, disability management and medical cost containment companies, third-party administrators, and self-funded employee benefit payors. We provide state-mandated independent reviews for workers' compensation and group health plans, addressing medical necessity, experimental/investigational treatments, clinical trial participation, and contractual matters.

## Turn-times

Claims Eval's turnaround times meet or exceed all federal and state requirements.

Standard Reviews: 24-48 hours from the request receipt (exceptions: need for additional medical information &/or peer-to-peer discussion(s)).

Expedited (same-day) service is available on request.

## Convenient Web Portal

- ✓ Easy case submission
- ✓ 24 hour access
- ✓ Secure storage of confidential medical records
- ✓ Easy case tracking
- ✓ Staff member and management access to pending cases

## Product Lines

- Medical Necessity Reviews
- Medical Chart Review
- Complex Medication(s) Reviews
- Peer File Review
- Drug Screen Bill Review
- Drug Medical Necessity Review
- Drug Screen Review
- Medical Imaging Review
- Surgical Cost Estimate
- Medical Director Services
- Continuing Education Presentations
- Experimental/Investigational Reviews
- Causation Review
- Disability Review
- Physician Bill Review
- Hospital Bill Review
- Return-to-Work Negotiation
- Hospital Inpatient Care Reviews
- Medicare Set-Aside (MSA) Reviews
- Patient Protection and Affordability Care Act Reviews
- PBM and Pharmacy Reviews
- Disability reviews
- File/Chart Reviews
- Medical Director Services

## Physician Advisor Panel

Claims Eval maintains a national panel of fully-credentialed, licensed, board-certified physicians who are currently in practice and keeping abreast of new developments and standards of care in their fields. They are committed to providing objective, evidence-based, peer-to-peer consultation surrounding medical necessity, causality and appropriateness of care.

When a medical necessity review is requested, a Physician Advisor who is state-licensed and board-certified in the appropriate specialty (where applicable) is selected to provide an objective, defensible, evidence-based medical assessment of the diagnosis, origin and /or treatment of an injury. Reviews may include relatedness to injury, appropriateness of care and future treatment needs.

## POLICIES AND PROCEDURES – CLAIMS EVAL, INC.

Title of Policy: <b>Board of Directors, (Management Team) Roles and Responsibilities (Continued)</b>	Policy Number: 2
Revised Date: 7/6/2015	Effective Date: 8/1/2015
Review Date: 7/16/2015	Approval Date: 7/16/2015 Approved By: MH/QMC

### MANAGEMENT TEAM

#### **Executive Director and President – R. Michael Hamby**

The Executive Director is responsible for oversight of the firm. These duties include physician recruitment, compliance and quality assurance for all independent review services. The Executive Director is also responsible for marketing and new client acquisition as well as maintaining client relations. The Executive Director also ensures that Claims Eval remains compliant with all appropriate State and Federal codes and in accordance with URAC standards in conjunction with the Medical Director and Director of Physician services. The Executive Director is also a member of the Quality Management Committee.

#### **Director of Operations – Charley F. Tiff**

The Director of Operations oversees the Independent Review department to ensure that all reviews are processed accurately and efficiently. The Director of Operations also oversees all Information Management functions at Claims Eval, Inc. and serves as member of the Quality Management Committee. In addition, he provides client service as it pertains to specific independent review issues. The Director of Operations reports to the Executive Director.

#### **Director of Physician Services-Dr. Adam Richardson**

The Director of Physician Services is responsible for the implementation and oversight of all aspects surrounding the Physician Advisors as well as their impact upon and interaction with Claims Eval staff. Additionally, the Director of Physician Services serves as an extension of the functions of the Claims Eval Medical Director and Management Team and is the Chair of the Quality Management Committee. The Director of Physician Services reports to the Executive Director.

#### **Medical Director-Sloane Blair, MD**

The Medical Director reports directly to the Director of Physician Services. The Medical Director is responsible for oversight of all independent review activities and ensures that the independent review process is followed in accordance with state and federal regulations. The Medical Director shall ensure that the process by which the Physician Advisor performs reviews complies with appropriate state and federal codes as well as URAC standards. The Medical Director also serves as consultant to the Quality Management Committee.

Date: July 28, 2016.

To whom it may concern:

Claims Eval Inc. is a sole entity, incorporated in the state of California, and has been a customer of Tri Counties Bank since 2011 without any vested ties between two entities:

Claims Eval Inc. is in excellent standing with Tri Counties Bank with the combined deposit relationship in excess of 1 million dollars without a single derogatory mark. Claims Eval Inc. conducts their business through the branch located in Granite Bay, California. The main headquarters for Tri Counties Bank are located at 63 Constitution Drive, Chico CA 95973.

Please contact us directly should we need to provide you with any additional information.

Sincerely,

  
Marija Đokic | Operations Manager



Granite Bay  
4100 Douglas Blvd.

Granite Bay, CA 95746

Office: (916) 788-8200 ext 07513

Customer Service: 1-800-922-8742

[www.tricountiesbank.com](http://www.tricountiesbank.com) | [marijadokic@tcbk.com](mailto:marijadokic@tcbk.com)

Member FDIC. Equal Housing Lender



**Certificate of Full Accreditation**

*is awarded to*

**Claims Eval, Inc.  
6905 Mystery Creek Ln  
Granite Bay, CA 95746**

*for compliance with*

**Independent Review Organization: Comprehensive Review  
(Internal & External) Accreditation Program**

*pursuant to the*

**Independent Review Organization: Comprehensive Review (Internal  
& External), Version 5.0**

*Effective from the Wednesday <sup>1st</sup> of October of 2014 through the Sunday <sup>1st</sup> of October  
of 2017*



**ACCREDITED  
INDEPENDENT REVIEW  
ORGANIZATION:  
COMPREHENSIVE**

*URAC accreditation is assigned to the organization and  
address named in this certificate and is not transferable to  
subcontractors or other affiliated entities not accredited by  
URAC.*

*URAC accreditation is subject to the representations  
contained in the organization's application for accreditation.  
URAC must be advised of any changes made after the grantin  
of accreditation. Failure to report changes can affect  
accreditation status.*

*This certificate is the property of URAC and shall be returned  
upon request.*

**William Vandervennet  
Chief Operating Officer**

**Susan DeMarino  
Vice President of Accreditation Services**

**Re: Peer Review Solutions: "Expert Evaluation for Efficient Case Resolution"**

Peer Review Solutions is a California-based, URAC-accredited (Please see accreditation certificate attached) independent review organization that provides objective, accurate and independent medical reviews of physicians and quality of patient care.

Physicians in our national network are licensed, credentialed, board-certified medical professionals with decades of experience across a broad range of specialties and subspecialties. These physicians have been carefully selected and trained for our network to ensure their adherence to strict medical and ethical standards. Our turnaround time for handling cases rigorously complies with URAC-specified requirements.

**Key Facts:**

- The mission of Peer Review Solutions is to help you provide to your policy holders the highest quality medical professionalism.
- The company was founded by Dr. Coyness Ennix, Jr., a nationally recognized cardiac surgeon with more than 25 years of medical practice experience, who has also served as a Medical Director of an insurance brokerage firm and a medical peer reviewer. Dr. Ennix is CEO and Executive Medical Director of Peer Review Solutions.
- Based in the San Francisco Bay Area, Peer Review Solutions operates in 41 states.

Sincerely,

**Coyness L Ennix, Jr., MD, FACS**  
Chief Executive Officer



Peer Review Solutions

*"Expert Evaluation for Efficient Case Resolution"*

1630 North Main Street #377 • Walnut Creek, CA 94596

Direct: 888.950.PEER (7337) ext 804 • Cell: 510.459.3547

[cennixmd@peerreviewsolutions.com](mailto:cennixmd@peerreviewsolutions.com)

[www.peerreviewsolutions.com](http://www.peerreviewsolutions.com)

August 3, 2016

To: Peer Review Solutions, Inc  
Attention: Coyness Ennix  
101 Sea View Ave  
Piedmont, CA 94610

RE: Letter of Account and Relationship Verification

Dr. Coyness,

This letter is to verify your business account and relationship information with Union Bank, as requested. Peer Review Solutions, Inc has held its deposit and credit accounts with Union Bank since 2009. These accounts have been held in good standing, without exception.

Currently, Dr. Ennix Coyness is the contracting officer and authorized signer on this account.

The information provided is current and accurate as of today's date. Should you require any additional information, please reach out to me directly.

Sincerely,



Brook Brodehl-For  
VP, Branch Manager  
Oakland Officer  
1970 Franklin St  
Oakland, CA 94612  
510-891-9505



## Certificate of Full Accreditation

*is awarded to*  
**Peer Review Solutions**  
101 Sea View Avenue  
Piedmont, CA 94610

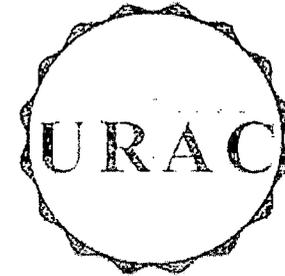
*for compliance with*  
**Independent Review Organization Accreditation  
Program**

*pursuant to the*  
**Independent Review Organization, Version 4.0**

*Effective from the Tuesday 4<sup>th</sup> of November of 2014 through the Friday  
3<sup>rd</sup> of November of 2017*

[Redacted]  
Alan P. Spielman  
President & CEO

[Redacted]  
Christine G. Leyden, RN, MSN  
Chief Accreditation Officer



**ACCREDITED  
INDEPENDENT REVIEW  
ORGANIZATION**

*URAC accreditation is assigned to the organization and address named in this certificate and is not transferable to subcontractors or other affiliated entities not accredited by URAC.*

*URAC accreditation is subject to the representations contained in the organization's application for accreditation. URAC must be advised of any changes made after the granting of accreditation. Failure to report changes can affect accreditation status.*

*This certificate is the property of URAC and shall be returned upon request.*

*Roffe Enterprises, Inc. t/a H.H.C. Group*  
*RFP #DRP-2016-1*

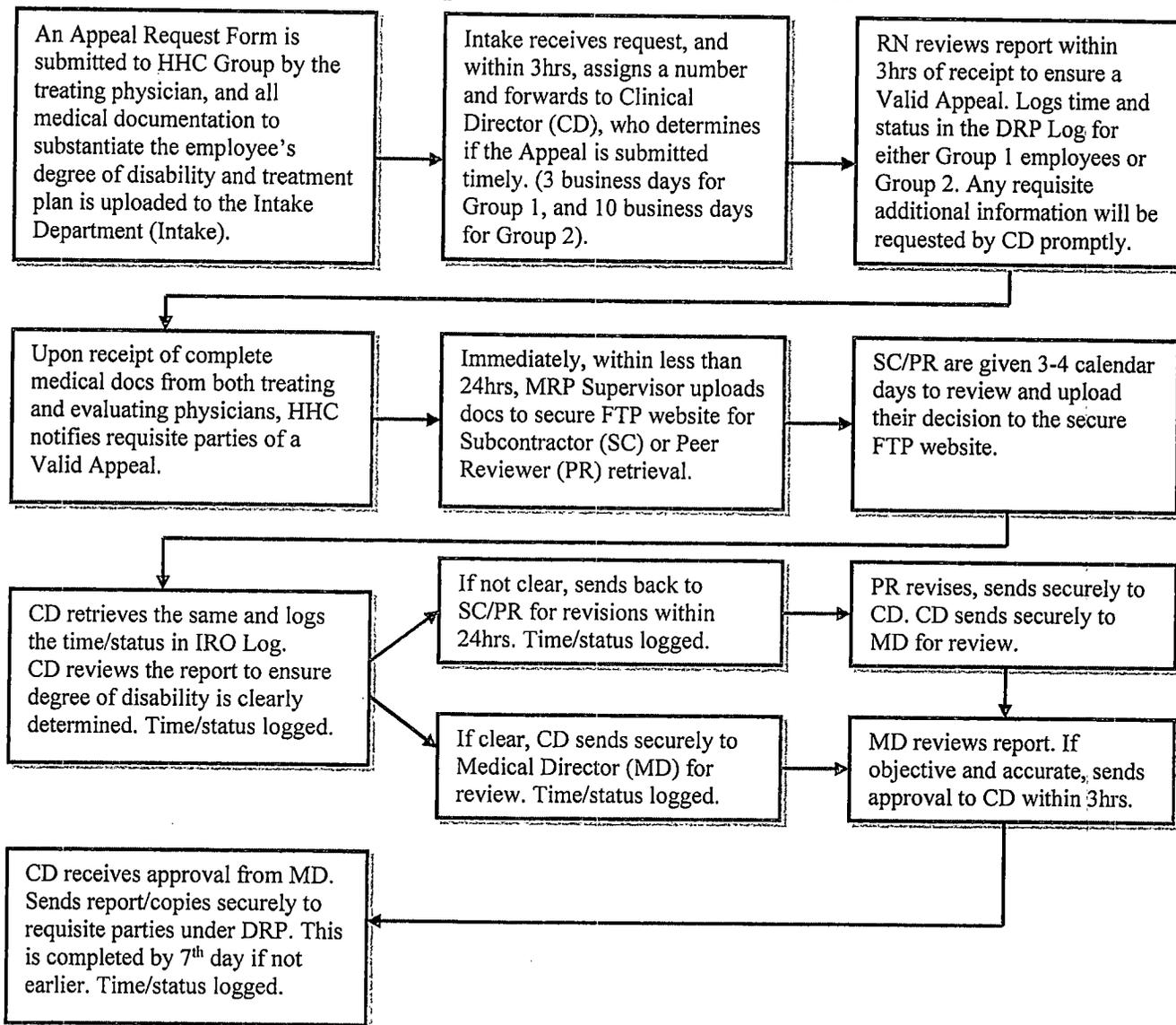
***TECHNICAL PROPOSAL***

**EXHIBIT 4**

**INCLUDES:**

HHC Group's Flowchart for DRP Procedures

### H.H.C. Group's Flowchart for DRP Procedures\*



\* This flowchart represents H.H.C. Group's procedures/governing structure that is specifically created for the DRP. Should any regulatory issue or unusual circumstance occur, the Clinical Director will consult with H.H.C. Group's General Counsel and/or President to revise.

*Roffe Enterprises, Inc. t/a H.H.C. Group*  
*RFP #DRP-2016-1*

***TECHNICAL PROPOSAL***

**EXHIBIT 5**

INCLUDES:  
Sample Appeal Request Form



**H.H.C. Group**  
**Health Insurance Consultants**

**NEW YORK STATE WORKER'S COMPENSATION**  
**DISPUTE RESOLUTION PROGRAM APPEAL FORM**

For Employees Eligible for the Medical Evaluation Program (MEP)

**Please direct all inquiries to: Roberta Fineroff (301)963-0762 x102; FAX (301) 963-9431 or email to: MRP@hhcgroup.com**

**Part I: To be completed by the Employee (please print or type)**

Date:	Date Notified to Return to Work:
Employee Name (first, middle last)	Social Security Number
Home Address	Home Telephone Number
Employing Agency Name and Address	SIF Carrier Case Number (11 digits)
Work Phone Number: _____	_____ - _____

Date and brief description of the injury/illness resulting in your Workers' Compensation Claim: <i>(Attach Additional Sheets)</i>	
Employee Signature	Negotiating Unit (NU): NU Code:

**Part II: To be completed by the Employee's Treating Physician (please print or type)**

**Instructions to Treating Physician:** Complete Part II of this form and immediately return it with complete and comprehensive medical documentation that substantiates the employee's degree of disability. A NMR physician will review the medical records and documentation sent by you and the Evaluation Physician and will render a determination in regard to the degree of disability that agrees with your determination of that of the Evaluation Physician. NMR must receive this completed form (including all necessary medical documentation) within three (3) business days of notification by the Employing Agency to the employee to return to work. Failure to comply may result in leave without pay status for the employee. **You may mail or fax completed forms and supporting documentation to *(please follow all faxed copies with a copy by mail or overnight delivery)*:**

**H.H.C. Group**  
**438 N. Frederick Ave**  
**Suite 200A**  
**Gaithersburg, MD 20877**  
**Fax: (301) 963-9431**  
**Phone: (301) 963-0762**

Diagnosis: [ATTACH ADDITIONAL MEDICAL RECORD DOCUMENTATION]
Treatment Plan: [ATTACH ADDITIONAL MEDICAL RECORD DOCUMENTATION]
Prognosis: [ATTACH ADDITIONAL MEDICAL RECORD DOCUMENTATION]
Estimated Degree of Disability: _____ %

Treating Physician's Signature of Attestation:	Address:
Name: <i>(please print)</i>	Telephone Number: (____) ____ - _____

*Roffe Enterprises, Inc. t/a H.H.C. Group*  
*RFP #DRP-2016-1*

***TECHNICAL PROPOSAL***

**EXHIBIT 6**

**INCLUDES:**

- Reviewer Conflict of Interest Attestation
- Defining Reviewer Conflict of Interest Policy

**H.H.C. Group**  
**Policies and Procedures**

**INDEPENDENT REVIEW ORGANIZATION STANDARDS, Version 5.0**

**STANDARD:** IR 8: CORE S11, IR4, DE BS 002, DE L 028, IRO DE CS 025  
**SUBJECT:** REVIEWER CONFLICT OF INTEREST ATTESTATION  
**ORIGINATION DATE:** OCTOBER 1, 2005  
**EFFECTIVE DATE:** NOVEMBER 1, 2005  
**REVIEW DATE:** JULY 20, 2016  
**REVISION DATE:** JULY 20, 2016

**Standard**

*For each case they accept, reviewers attest that they do not have a conflict of interest as follows:*

- (a) The reviewer does not accept compensation for review activities that is dependent in any way on the specific outcome of the case;*
- (b) To the best of the reviewer's knowledge, the reviewer was not involved with the specific episode of care prior to referral of the case for review; and*
- (c) The reviewer does not have a material professional, familial, or financial conflict of interest regarding any of the following:*
  - (i) The referring entity;*
  - (ii) The insurance issuer or group health plan that is the subject of the review;*
  - (iii) The covered person whose treatment is the subject of the review and the covered person's authorized representative, if applicable;*
  - (iv) Any officer, director or management employee of the insurance issuer that is the subject of the review;*
  - (v) Any group health plan administrator, plan fiduciary, or plan employee;*
  - (vi) The health care provider, the health care provider's medical group or independent practice association recommending the health care service or treatment that is the subject of the review;*
  - (vii) The facility at which the recommended health care service or treatment would be provided;*  
*or*
  - (viii) The developer or manufacturer of the principle drug, device, procedure, or other therapy being recommended for the covered person whose treatment is the subject of the review.*

**Scope of Standards**

- This standard addresses cases presented to the IRO for review.
- IR 8 focuses on reviewer conflict of interests and pertains to those individuals who accept assignment to perform review of a specific case.

**Evidence for Meeting the Standard - Desktop Review Materials**

- Policy and procedure that addresses reviewer conflict of interest related to individual cases
- Attestation template
- Staff training on reviewer conflict of interest
- Reviewer training on conflict of interest and the process to refuse a case based upon conflict of interest

**Evidence for Meeting the Standard - Onsite Review Materials and Activities**

- Interview and observe employees during their work to verify compliance with written policies and/or documented procedures related to reviewer attestation of conflict of interest
- Review of consultant and staff files to confirm orientation/training on conflict of interest and signing of conflict of interest statements (or as a provision of employee agreement)
- Review of a minimum of 30 case files, randomly selected, along with their associated reviewer files - including credentialing files.
  - Signed reviewer attestations will be verified as part of the case file review
- Interview with two (2) peer reviewers (pre-arranged by applicant)

## POLICY

The organization makes known its strict ban re: conflict of interest in the ordinary conduct of business and specifically in the course of Independent Review as defined in IR7.

Prior to sending a review request, CS/Medical Review Department Staff is responsible for requesting a written attestation by the assigned reviewer that no conflict of interest exists.

- Re affiliates – only URAC accredited companies (DE L 028) who are therefore signatories to this same requirement with requisite strict adherence to the mandate for reviewer conflict of interest assessment are selected for conducting independent review.

## PROCEDURE

Re affiliates – URAC Program Manager is to verify that affiliates maintain valid URAC accreditation at least annually, thirty (30) days prior and again (30) days after the expiration as published at [www.urac.org](http://www.urac.org). Further, affiliates are required to immediately alert the organization of any material change to their URAC accreditation status as per CORE S11.

### Re Independent Review Cases

On each review performed by or on behalf of H.H.C. Group, CS/Medical Review Department Staff must first receive the signed written Attestation to lack of conflict by the assigned reviewer(s) IRO DE CS 025. The reviewer attests that s/he does not have a conflict of interest as that is defined as follows:

*(a) The reviewer does not accept compensation for review activities that is dependent in any way on the specific outcome of the case;*

*(b) To the best of the reviewer's knowledge, the reviewer was not involved with the specific episode of care prior to referral of the case for review; and*

*(c) The reviewer does not have a material professional, familial, or financial conflict of interest regarding any of the following:*

*(i) The referring entity;*

*(ii) The insurance issuer or group health plan that is the subject of the review; (Mandatory)*

*(iii) The covered person whose treatment is the subject of the review and the covered person's authorized representative, if applicable;*

*(iv) Any officer, director or management employee of the insurance issuer that is the subject of the review;*

*(v) Any group health plan administrator, plan fiduciary, or plan employee;*

*(vi) The health care provider, the health care provider's medical group or independent*

*(vii) practice association recommending the health care service or treatment that is the subject of the review;*

*(viii) The facility at which the recommended health care service or treatment would be provided;*

**or**

*(ix) The developer or manufacturer of the principle drug, device, procedure, or other therapy being recommended for the covered person whose treatment is the subject of the review.*

nothing follows//

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Date Approved

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Bruce D. Roffe, PD, MS  
President & CEO

**H.H.C. Group**  
**Policies and Procedures**

**INDEPENDENT REVIEW ORGANIZATION STANDARDS, Version 5.0**

**STANDARD:** IR 7: CORE S11, DE BS 002, DE L 028, IRO DE CS 025  
**SUBJECT:** DEFINING REVIEWER CONFLICT OF INTEREST  
**ORIGINATION DATE:** OCTOBER 1, 2005  
**EFFECTIVE DATE:** NOVEMBER 1, 2005  
**REVIEW DATE:** JULY 8, 2016  
**REVISION DATE:** SEPTEMBER 9, 2015

**Standard**

*Prior to executing a contract to provide review services, the organization verifies what constitutes reviewer conflict of interest according to applicable state or federal law or regulation as well as contracting entity, including clarification of the following situation with regards to conflict of interest:*

- (a) A reviewer has a contract to provide health care services to enrollees of a health benefit plan of an insurance issuer or group health plan that is the subject of a review; **and**
- (b) A reviewer has staff privileges at a facility where the recommended health care service or treatment would be provided if the insurance issuer's or group health plan's previous non-certification is reversed.

**Scope of Standards**

- This standard applies to all signed contracts that the organization has in place to perform review functions for the books of business included in the application for accreditation.
- This standard also applies to situations where there is no signed contract with the state (or other entity) that has assigned reviews to an IRO.
- For organizations applying under this standard for the first time, URAC will look to see that this standard is addressed for contracts initiated after the application submittal date.

**Evidence for Meeting the Standard - Desktop Review Materials**

- Where it exists, contract language, contract addendum, letter of understanding (LOU) or memorandum of understanding (MOU) between the parties defining reviewer conflict of interest
- State or federal law or regulation as it defines reviewer conflict of interest
- If there are states (or other clients) where standard elements (a) and (b) are determined to be conflicts of interest, then provide a template copy of the reviewer attestation showing where these particular situations, considered conflicts of interest, are addressed

**Evidence for Meeting the Standard - Onsite Review Materials and Activities**

- Review of a minimum of 30 case files, randomly selected, along with their associated reviewer files to verify signed reviewer attestation - including credentialing files
- Interview with management involved in contracting with organizations to perform review services
- Interview with regulatory compliance staff
- Interview with two (2) peer reviewers (pre-arranged by applicant)

**POLICY**

The organization makes known its strict ban re: conflict of interest in the ordinary conduct of business and specifically in the course of Independent Review:

- Employees of the organization are required to sign Supplemental Policies for Exempt Employees (DE BS 002, section#4), which contains definitive and unambiguous language:

**Conflict of Interest:** Defined as any relationship or affiliation on the part of the organization or an employee that could compromise the independence or objectivity of our work, especially, the independent review process. A conflict of interest exists when loyalties or actions are divided between the company and a client, provider, patient, or affected party.

Anytime an employee believes there may be OR are unsure of whether a certain transaction, activity or relationship constitutes a conflict of interest, they will bring the matter to the immediate attention of

the VP of Operations including, but not limited to having a direct or indirect financial interest or a material professional, familial, personal or financial relationship with the:

- referring entity or client
- consumer or patient or affected party
- developer or manufacturer of the principal drug, device, procedure, or other therapy being recommended for the consumer
- health benefits plan
- facility at which the recommended treatment was or would be provided
- attending provider or any other health care provider previously involved in the case;

Further prohibitions include:

- ownership interest of greater than 5% between any affected parties.
  - accepting compensation for independent review activities that is dependent in any way on the specific outcome of the case
  - incentives to promote the use of a certain product or service
  - any prior involvement in the specific case under review
  - any potential conflict, even if unsure
- Re affiliates – only URAC accredited companies (DE L 028) who are therefore signatories to this same requirement with requisite strict adherence to the mandate for reviewer conflict of interest assessment are selected for conducting independent review.

#### PROCEDURE

- Re employees - material professional, financial, familial conflict of interest is best known only to the individual and; specifically to each reviewer. It is therefore incumbent on each employee with said responsibilities to understand this responsibility and to self-report as is clearly outlined above and in Supplemental Policies for Exempt Employees (DE BS 002). Legal department staff conducts training for new employees on the subject of conflict of interest. Business Services maintains signatures of every exempt employee to the organization's conflict of interest policy (DE BS 002).

The organization rejects cases where any conflict has been identified and will so report to all parties concerned.

- Re affiliates – URAC Program Manager is to verify that affiliates maintain valid URAC accreditation at least annually, thirty (30) days prior and again (30) days after the expiration as published at [www.uran.org](http://www.uran.org). Further, affiliates are required to immediately alert the organization of any material change to their URAC accreditation status as per CORE S11.
- Re Independent Review Cases  
On each review performed by or on behalf of H.H.C. Group, the reviewer(s) attests to the following via signed attestation (IRO DE CS 025):
  - (a) *Not to have a material, professional, familial, or financial conflict of interest regarding any of the following:*
    1. *The referring entity;*
    2. *The health benefits plan;*
    3. *The consumer;*
    4. *The attending provider or any other health care provider previously involved in the case;*
    5. *The facility at which the recommended treatment would be provided; or*
    6. *The developer or manufacturer of the principal drug, device, procedure, or other therapy being recommended for the consumer;*
  - (b) *Accept compensation for independent review activities that is dependent in any way on the specific outcome of the case; or*
  - (c) *Have involvement with the case prior to its referral to independent review.*

nothing follows//

Date Approved \_\_\_\_\_

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Bruce D. Roffe, PD, MS  
President & CEO

*Roffe Enterprises, Inc. t/a H.H.C. Group*  
*RFP #DRP-2016-1*

***TECHNICAL PROPOSAL***

**EXHIBIT 7**

**INCLUDES:**

- HHC Group Independent Review Standard: Reviewer Credential Program
- HHC Group Independent Review Standard: Reviewer Credentials Verification
  - HHC Group Independent Review Standard: Credential Status Changes
  - HHC Group Independent Review Standard: Reviewer Qualifications
- HHC Group Independent Review Standard: Reviewer Credential Program
  - HHC Group Independent Review Standard: Performance Monitoring

**H.H.C. Group**  
**Policies and Procedures**

**INDEPENDENT REVIEW STANDARDS, Version 5.0**

**STANDARD:** IR 1; IR 2, DE BS 002, DE BS 028, DE BS 053(C), DE L 33.1 – 33.5, 36, DE M 104, IRO DE 009, SP 01, HR 03  
**SUBJECT:** REVIEWER CREDENTIALING PROGRAM  
**ORIGINATION DATE:** OCTOBER 1, 2005  
**EFFECTIVE DATE:** NOVEMBER 1, 2005  
**REVIEW DATE:** JULY 8, 2016  
**REVISION DATE:** JULY 8, 2016

**Standard**

*The organization establishes and implements a reviewer credentialing program that:*

- (a) Establishes selection criteria for reviewers;*
- (b) Requires verification of all credentials specified in the credentialing program:
  - (i) Prior to assigning reviews to a newly-hired reviewer; and*
  - (ii) Thereafter no later than scheduled expiration for those credentials that expire; and**
- (c) For credentials that expire, includes a written policy and/or documented procedure for not assigning cases to a reviewer whose credentials are verified as inactive or have not been re-verified prior to scheduled expiration.*

**Scope of Standards**

- The focus of this standard is the credentialing program within the organization.

**Evidence for Meeting the Standard - Desktop Review Materials**

- Credentialing plan (may also be called a credentialing program description, charter or written policies and documented procedures) that describes the credentialing process
  - The credentialing plan, regardless of what format it is in, must include reviewer selection criteria.
- Policy and/or documented procedures regarding how the credentialing information is tracked (for information retrieval and timely recredentialing), maintained (electronic, hard copy or both) and stored (include any backup procedures as applicable).
- Policy and/or documented procedures covering the assignment of reviewers

**Evidence for Meeting the Standard - Onsite Review Materials and Activities**

- Current credentialing plan with any recent updates since submittal of the application for accreditation
- Interview with staff responsible for selecting reviewers
- Interview with staff responsible for verification of reviewer credentials
- Interview with two (2) peers (pre-arranged by the applicant)
- Review of a minimum of 30 case files, randomly selected, along with their associated reviewer files - including credentialing files

**I. POLICY**

It is incumbent on the organization to issue independent reviews by reviewers whose credentials are verifiable. Further, reviewers are required to report every occasion where a conflict of interest may be thought possible such that a review free of untoward influence can be issued.

In recruiting physician reviewers to join HHC's panel, the Special Projects Manager is initially charged with vetting all potential reviewers for current licensure and required credentials. Both the VP FCM and the President verify that all necessary qualifications have been met.

## II. PROCEDURE

- (1) The Special Projects Manager initially obtains all licensure and credentials per P&P SP 01 when discussing the job description with prospective HHC Group Panel candidates. Special Projects Manager collects the following information from prospective reviewers:
  - CV
  - Current U.S. Licensure
  - Current Board Certifications
  - Certificate of Insurance
  - A redacted review (one with all the patient's health information and any other confidential information redacted).
  - A list of office locations
  - W-9
  - Signed copies of the Position Description and Declaration (sent by H.H.C. Group with the list)
  - The names of three professional references with contact information
  - Declaration of no disciplinary action
  - Direct patient care within the past 3 years.
- (2) An employee within the Special Projects Department will check each prospective HHC Group Panel candidate on Office of Inspector General (OIG) List of Excluded Individuals (<https://exclusions.oig.hhs.gov/>) and adhere to the policy stated in HR 03.
- (3) The Special Projects Manager will send the redacted review to the Medical Director for approval. The Medical Director only approves reviews that are quality and URAC compliant.
- (4) Once all credential information has been collected and the Medical Director has approved the quality of work, the Special Projects Manager requests that the President conducts primary verification per IR 2 and then submits a contract request to the legal department.
- (5) Once the General Counsel receives the agreement signed by the reviewer, she requests the VP FCM's approval of the reviewer before submitting the agreement to the President to countersign.
- (6) Before execution of the contract, the VP FCM, reviews, verifies and signs off on the Physician Credential Checklist (IRO DE 009) that all licensure and credentials are current and included in the panel Physicians' Contract folder.
- (7) President of HHC Group also reviews, verifies and signs off that all copies of the licensure and credentials are included in the Physicians Contract folder.
- (8) Verification of licensure and qualifications is conducted by the Director of Business Services annually or at expiration of license whichever is more frequent.
- (9) Contracted reviewers are required to notify HHC Group immediately if their licensures or credentials expire or become inactive.
- (10) If HHC Group learns that a contracted reviewer's licensures or credentials have expired or become inactive pursuant to (7) or (8) above, HHC Group will immediately cease assigning reviews to the contracted reviewer. The reviewer will be notified in writing by the VP of FCM that they will not be assigned any further reviews until HHC Group receives notice that their credentials or licenses have resume active status and verifies this information pursuant to the process set forth above.

The Panel Physicians' folder and contract is maintained in the Legal Department.

RE: Affiliates – URAC Program Director is to verify that affiliates maintain valid URAC accreditation at least annually, thirty (30) days prior and again thirty (30) days after the expiration as published at [www.urac.org](http://www.urac.org). Further, affiliates are required to immediately alert the organization of any material change to their URAC accreditation status. They are each bound by their own URAC accreditation standards and by contract with the organization to verify reviewer credentials and to address potential conflicts of interest.

nothing follows//

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Date Approved

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Bruce D. Roffé, PD, MS  
President & CEO

**H.H.C. Group**  
**Policies and Procedures**

**INDEPENDENT REVIEW STANDARDS, Version 5.0**

**STANDARD:** IR 02: DE BS 002, DE BS 028, P&P SP 01, IRO DE 009, IR 1, DE L 33.1 – 33.5, 36, DE M IRO 104, IRO DE CS 025  
**SUBJECT:** REVIEWER CREDENTIALS VERIFICATION  
**ORIGINATION DATE:** OCTOBER 1, 2005  
**EFFECTIVE DATE:** NOVEMBER 1, 2005  
**REVIEW DATE:** JULY 7, 2016  
**REVISION DATE:** DECEMBER 14, 2015

**Standard**

*At a minimum, the reviewer credentialing program shall address professional credentials, including:*

- (a) Primary source verification of the requisite licensure or certification required for clinical or legal practice;*
- (b) If a reviewer is an M.D., D.O. or D.P.M. and is board certified, then primary source verification of the reviewer's board certification(s);*
- (c) Verification of history of sanctions and/or disciplinary actions; and*
- (d) Collection of information regarding professional experience, including:*
  - (i) Length of time providing direct patient care; and*
  - (ii) Dates indicating when the direct patient care occurred.*

**Scope of Standards**

- This standard applies to reviewers (employed or contracted) who conduct reviews for the IRO.
- This standard applies to clinical and legal reviewers, except that standard element IR 2(b) does not apply to legal reviewers.

**Evidence for Meeting the Standard - Desktop Review Materials**

- Credentialing plan (may also be called a credentialing program description, charter or written policies and documented procedures) that describes the credentialing process and addresses all elements in standard IR 2
- Documentation screen shot of credentialing database, if applicable
- Sample credentialing application template (blank form is fine)
  - If combined with a job application or consultant agreement, then you can submit the entire template, just be sure to point out the section specific to credentialing

**Evidence for Meeting the Standard - Onsite Review Materials and Activities**

- Review of a minimum of 30 case files, randomly selected, along with their associated reviewer files - including credentialing files
  - Per URAC policy on mandatory standards addressing credentialing, 100% compliance is required to meet the intent of this standard
- Interview with staff responsible for selecting reviewers
- Interview with staff responsible for verification of reviewer credentials
- Interview with two (2) peer reviewers (pre-arranged by the applicant)

**I. POLICY**

It is incumbent on the organization to issue independent reviews by reviewers whose credentials are verifiable. Further, reviewers are required to report every occasion where a conflict of interest may be thought possible such that a review free of untoward influence can be issued.

Initially Special Project Manager collects all licensing information, certification of credentials, and history of discipline or sanctions from the prospective reviewer. The President verifies all licensing and credentials utilizing primary source verification.

## II. PROCEDURE

- (1) Special Project Manager initially obtains all licensure and credentials when discussing the job description with prospective HHC Group Panel candidates, including collection of information regarding professional experience, length of time providing direct patient care; and dates indicating when the direct patient care occurred. See P&P SP 01, IRO DE 009, and IR 1.
- (2) Before submitting a contract request, the Special Projects Manager will request the President conduct primary source verification. The President will verify the following through ABMS Physician Board Certification site:
  - a. That the reviewer holds the requisite licensure or certification required for clinical or legal practice;
  - b. If a reviewer is an M.D., D.O. or D.P.M. and is board certified, then primary source verification of the reviewer's board certification(s); and
  - c. That there is no history of sanctions and/or disciplinary actions (e.g., settlements, etc.) within the last five (5) years. If a prospective reviewer has any history of sanctions and/or disciplinary actions (e.g., settlements, etc.) within the last five (5) years, he or she will be disqualified from the reviewer selection process. If a current reviewer receives sanctions, loss of staff privileges, a restriction on participation, or is charged with a disciplinary action, he or she will no longer be considered a reviewer.
    - i. If a reviewer ever had a judgment against him/her and/or admitted fault, he or she will be disqualified from the reviewer selection process.
  - d. That the reviewer has provided direct patient care within the past 3 years.
- (3) Before execution of the contract, the VP FCM, reviews, verifies and signs off that all licensure and credentials are current and included in the panel Physicians' Contract folder.
- (4) Within the contract, the reviewer warrants that all licenses are up-to-date and that s/he has no history of disciplinary action. If there is any malpractice settlements, the reviewer must note the circumstances of such on the agreement. HHC will then decide if such settlement reflects on the reviewer's ethics and/or ability to perform on HHC's panel as a quality reviewer (per (2)(c) above).
- (5) President of HHC Group also reviews, conducts primary verification and signs off that all copies of the licensure and credentials are included in the Physicians Contract folder.
- (6) The Panel Physicians' Contract folder is kept in the Legal Department.

RE: Affiliates – URAC Program Director is to verify that affiliates maintain valid URAC accreditation at least annually, thirty (30) days prior and again thirty (30) days after the expiration as published at [www.urac.org](http://www.urac.org). Further, affiliates are required to immediately alert the organization of any material change to their URAC accreditation status. They are each bound by their own URAC accreditation standards and by contract with the organization to verify reviewer credentials and to address potential conflicts of interest.

nothing follows//

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Date Approved

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Bruce D. Roffé, PD, MS  
President & CEO

**H.H.C. Group**  
**Policies and Procedures**

**INDEPENDENT REVIEW ORGANIZATION STANDARDS, Version 5.0**

**STANDARD:** IR 3: CORE S11, DE BS 002, DE L 028, DE BS 053 C, IRO DE L 011C  
**SUBJECT:** CREDENTIAL STATUS CHANGES  
**ORIGINATION DATE:** OCTOBER 1, 2005  
**EFFECTIVE DATE:** NOVEMBER 1, 2005  
**REVIEW DATE:** JULY 7, 2016  
**REVISION DATE:** MARCH 22, 2012

**Standard**

*The organization implements a written policy and/or documented procedure to:*

*(No Weight)*

*(a) Require staff to notify the organization in a timely manner of an adverse change in licensure or certification status, including board certification status; and  
(Mandatory)*

*(b) Implement corrective action in response to adverse changes in licensure or certification status, including board certification status.  
(Mandatory)*

**Scope of Standards**

- This standard applies to reviewers (employed or contracted) who provide independent review for the IRO.

**Evidence for Meeting the Standard - Desktop Review Materials**

- Written policies and/or documented procedures for reporting and addressing adverse changes in licensure/certification status.

**Evidence for Meeting the Standard - Onsite Review Materials and Activities**

- Interview with staff responsible for selecting reviewers
- Interview with staff responsible for verification of reviewer credentials
- If available, files or documentation reflecting situations where a staff member reported an adverse issue with his or her credential(s)
- Review of a minimum of 30 case files, randomly selected, along with their associated reviewer files – including credentialing files

**POLICY**

As it is incumbent on the company to issue decisions by appropriately licensed physicians and attorneys, H.H.C. Group requires all of its reviewers (employed or independently contracted) to immediately notify H.H.C. Group of any changes in their licensure or certification status. The following notification requirement is incorporated into each reviewer's Peer Review Agreement (IRO DE L 011C): "Peer Reviewer shall notify **H.H.C. Group** within ten (10) business days of any change in status (including, but not limited to, expiration, revocation, or suspension) of his/her accreditation(s) and/or license(s)." In addition, Business Services maintains a License Verification Grid (DE BS 053 C) of all H.H.C. Group reviewers' licenses and expiration date. Together with the Legal Department, Business Services ensures that all licenses are up to date.

**PROCEDURE**

1. Pursuant to IR Standard 1 and IR Standard 2, the Special Projects Manager recruits reviewers for H.H.C. Group's panel and verifies that each hold the appropriate and up to date licensures and certifications.
2. Upon verification of credentials, the Special Projects Manager will submit a contract request to the Legal Department.

3. The Legal Department drafts an agreement that includes the following representation and notification provision:  
Peer Reviewer shall provide **H.H.C. Group** with a copy of his/her curriculum vitae and evidence of his/her current accreditation(s) and license(s). Peer Reviewer shall notify **H.H.C. Group** within ten (10) business days of any change in status (including, but not limited to, expiration, revocation, or suspension) of his/her accreditation(s) and/or license(s). Peer Reviewer shall also notify **H.H.C. Group** immediately if any malpractice claim is filed against Peer Reviewer and/or if any disciplinary action by a licensing board or professional association is taken against Peer Reviewer. (See IRO DE L, §VI(B))
4. Each Reviewer must sign the agreement before conducting any review on behalf of H.H.C. Group.
5. Business Services maintains a License Verification Grid (DE BS 053 C) of all H.H.C. Group reviewers' licenses and expiration date. Together with the Legal Department, Business Services ensures that all licenses are up to date.

nothing follows//

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Date Approved

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Bruce D. Roffe, PD, MS  
President & CEO

**H.H.C. Group**  
**Policies and Procedures**

**INDEPENDENT REVIEW ORGANIZATION STANDARDS, Version 5.0**

**STANDARD:** IR-4: CORE S 31, 32, DE L 028, IRO DE 006, IRO DE 009, IRO DE OPS 010,  
IRO DE CS 025  
**SUBJECT:** REVIEWER QUALIFICATIONS  
**ORIGINATION DATE:** OCTOBER 1, 2005  
**EFFECTIVE DATE:** NOVEMBER 1, 2005  
**REVIEW DATE:** JULY 8, 2016  
**REVISION DATE:** SEPTEMBER 4, 2015

**Standard**

- *Per IR 1(a), the organization establishes for the qualification of reviewers. Such criteria will specify that for all cases the organization selects reviewers who:*
  - *(a) Have current, non-restricted licensure or certification as required for clinical practice in a state of the United States;*
  - *(b) Have at least five (5) years full-time equivalent experience providing direct clinical care to patients;*
  - *(c) At a minimum, are clinical peers; and*
  - *(d) Have a scope of licensure or certification and professional experience that typically manages the medical condition, procedure, treatment, or issue under review.*

**Scope of Standards**

- IR 4 applies to cases referred to a peer reviewer for any clinical review.

**Evidence for Meeting the Standard - Desktop Review Materials**

- Policy and/or documented procedure addressing how cases are assigned to reviewers

**Evidence for Meeting the Standard - Onsite Review Materials and Activities**

- Review of a minimum of 30 case files, randomly selected, along with their associated reviewer files - including credentialing files
  - The peer reviewers assigned to the cases reviewed in the files will be evaluated against the credentialing requirements
  - If a peer reviewer has reviewed multiple cases in the sample, then additional peer reviewer files will be selected
- Interview with staff responsible for verification of reviewer credentials
- Interview with staff responsible for assigning peer reviewers to each case
- Interview with two (2) peer reviewers (pre-arranged by the applicant)

**POLICY**

The organization appreciates the significance of selecting an appropriate individual to conduct the review. To that end, the organization selects, through referrals, only those reviewers with a signed contract with the IRO, and verified credentials that follow the standard and overarching procedures that are mandated by URAC. Specifically, selected reviewers must possess the following qualifications:

- Have a current, non-restricted licensure or certification as required for clinical practice in a state of the US;
- Have at least five (5) year full-time equivalent experience providing direct clinical care to patients;
- At a minimum are clinical peers; **and**
- Have a scope of licensure or certification and professional experience that typically manages the medical condition, procedure, treatment or issue under review.
- Full-time equivalent (FTE) physician is defined as practicing a minimum of 37.5 to 40 hours per week.

The organization minimally maintains reviewers with requisite qualifications in: occupational medicine, general surgery, chiropractic, orthopedic surgery, obstetrics/gynecology and pediatrics while considering specialists in neurology, cosmetic, bariatric surgery and other specialties.

## PROCEDURE

The Special Project Manager obtains all reviewers' qualifications during the initial contact. Before considering the prospective reviewer, Special Project Manager has discussions with the prospective reviewer and asks if h/she has a current, non-restricted licensure or certification as required for clinical practice in a state of the USA, has had at least five (5) years full-time equivalent experience providing direct clinical care to patients, is a clinical peer, and has a scope of licensure or certification and professional experience that typically manages the medical condition, procedure, treatment or issue under review.

If the prospective reviewer confirms that he is licensed in the USA, has five (5) years of experience, is a clinical peer, and has managed the medical condition, procedure, treatment or issue under review, then the Special Project Manager requests the reviewer to submit copies of license/certifications, CV, and other additional and supporting documentation to be reviewed by the Special Project Manager, the VP FCM, and the President as deemed futile.

Before execution of the Panel Physician Contract, the VP FCM and President review, verify and sign off on the Peer Reviewer Physician Credential Checklist IRO DE 009 that all licensure and credentials are current and included in the panel Physicians' Contract folder. See IR 1, IR 2, and IR 3.

For individual cases, the Medical Director approves all medical reviewers who are credentialed as per P&P IR4 and oriented to the organization and its expectations as per IRO DE 006 (peer reviewer orientation checklist). CS Staff assigns reviewers based on the clinical circumstances of the case and who are at least:

- Clinical peer to the attending provider
- Licensed and professionally experienced in the health service or treatment under review
- Currently experienced in managing the covered person's condition that is the subject of the case
- Able to evaluate alternatives to the proposed treatment and
- Sufficiently expert to address the issues that are the source of the dispute.

Further, the Medical Director will conduct a random audit of ten (10) percent of and amongst all cases and every case involving an appeal, transplant, bone marrow and joint replacement. Actionable findings will be remedied; all audit findings will be presented to the QMC. The reviews will be assessed to affirm the selection of the reviewer or to replace that specialist.

nothing follows//

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Bruce D. Roffe  
President & CEO

**H.H.C. Group**  
**Policies and Procedures**

**INDEPENDENT REVIEW STANDARDS, Version 5.0**

**STANDARD:** IR 1; IR 2, DE BS 002, DE BS 028, DE BS 053(C), DE L 33.1 – 33.5, 36, DE M 104, IRO DE 009, SP 01, HR 03  
**SUBJECT:** REVIEWER CREDENTIALING PROGRAM  
**ORIGINATION DATE:** OCTOBER 1, 2005  
**EFFECTIVE DATE:** NOVEMBER 1, 2005  
**REVIEW DATE:** JULY 8, 2016  
**REVISION DATE:** JULY 8, 2016

**Standard**

*The organization establishes and implements a reviewer credentialing program that:*

- (a) Establishes selection criteria for reviewers;*
- (b) Requires verification of all credentials specified in the credentialing program:
  - (i) Prior to assigning reviews to a newly-hired reviewer; and*
  - (ii) Thereafter no later than scheduled expiration for those credentials that expire; and**
- (c) For credentials that expire, includes a written policy and/or documented procedure for not assigning cases to a reviewer whose credentials are verified as inactive or have not been re-verified prior to scheduled expiration.*

**Scope of Standards**

- The focus of this standard is the credentialing program within the organization.

**Evidence for Meeting the Standard - Desktop Review Materials**

- Credentialing plan (may also be called a credentialing program description, charter or written policies and documented procedures) that describes the credentialing process
  - The credentialing plan, regardless of what format it is in, must include reviewer selection criteria.
- Policy and/or documented procedures regarding how the credentialing information is tracked (for information retrieval and timely recredentialing), maintained (electronic, hard copy or both) and stored (include any backup procedures as applicable).
- Policy and/or documented procedures covering the assignment of reviewers

**Evidence for Meeting the Standard - Onsite Review Materials and Activities**

- Current credentialing plan with any recent updates since submittal of the application for accreditation
- Interview with staff responsible for selecting reviewers
- Interview with staff responsible for verification of reviewer credentials
- Interview with two (2) peers (pre-arranged by the applicant)
- Review of a minimum of 30 case files, randomly selected, along with their associated reviewer files - including credentialing files

**I. POLICY**

It is incumbent on the organization to issue independent reviews by reviewers whose credentials are verifiable. Further, reviewers are required to report every occasion where a conflict of interest may be thought possible such that a review free of untoward influence can be issued.

In recruiting physician reviewers to join HHC's panel, the Special Projects Manager is initially charged with vetting all potential reviewers for current licensure and required credentials. Both the VP FCM and the President verify that all necessary qualifications have been met.

## II. PROCEDURE

- (1) The Special Projects Manager initially obtains all licensure and credentials per P&P SP 01 when discussing the job description with prospective HHC Group Panel candidates. Special Projects Manager collects the following information from prospective reviewers:
  - CV
  - Current U.S. Licensure
  - Current Board Certifications
  - Certificate of Insurance
  - A redacted review (one with all the patient's health information and any other confidential information redacted).
  - A list of office locations
  - W-9
  - Signed copies of the Position Description and Declaration (sent by H.H.C. Group with the list)
  - The names of three professional references with contact information
  - Declaration of no disciplinary action
  - Direct patient care within the past 3 years.
- (2) An employee within the Special Projects Department will check each prospective HHC Group Panel candidate on Office of Inspector General (OIG) List of Excluded Individuals (<https://exclusions.oig.hhs.gov/>) and adhere to the policy stated in HR 03.
- (3) The Special Projects Manager will send the redacted review to the Medical Director for approval. The Medical Director only approves reviews that are quality and URAC compliant.
- (4) Once all credential information has been collected and the Medical Director has approved the quality of work, the Special Projects Manager requests that the President conducts primary verification per IR 2 and then submits a contract request to the legal department.
- (5) Once the General Counsel receives the agreement signed by the reviewer, she requests the VP FCM's approval of the reviewer before submitting the agreement to the President to countersign.
- (6) Before execution of the contract, the VP FCM, reviews, verifies and signs off on the Physician Credential Checklist (IRO DE 009) that all licensure and credentials are current and included in the panel Physicians' Contract folder.
- (7) President of HHC Group also reviews, verifies and signs off that all copies of the licensure and credentials are included in the Physicians Contract folder.
- (8) Verification of licensure and qualifications is conducted by the Director of Business Services annually or at expiration of license whichever is more frequent.
- (9) Contracted reviewers are required to notify HHC Group immediately if their licensures or credentials expire or become inactive.
- (10) If HHC Group learns that a contracted reviewer's licensures or credentials have expired or become inactive pursuant to (7) or (8) above, HHC Group will immediately cease assigning reviews to the contracted reviewer. The reviewer will be notified in writing by the VP of FCM that they will not be assigned any further reviews until HHC Group receives notice that their credentials or licenses have resume active status and verifies this information pursuant to the process set forth above.

The Panel Physicians' folder and contract is maintained in the Legal Department.

RE: Affiliates – URAC Program Director is to verify that affiliates maintain valid URAC accreditation at least annually, thirty (30) days prior and again thirty (30) days after the expiration as published at [www.urac.org](http://www.urac.org). Further, affiliates are required to immediately alert the organization of any material change to their URAC accreditation status. They are each bound by their own URAC accreditation standards and by contract with the organization to verify reviewer credentials and to address potential conflicts of interest.

nothing follows//

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Bruce D. Roffé, PD, MS  
President & CEO

## Policies and Procedures

### INDEPENDENT REVIEW ORGANIZATION STANDARDS, Version 5.0

**STANDARD:** IR 17: IRO DE CS 015, IRO DE CS 016 - 22, DE 031, DE 027  
**SUBJECT:** PERFORMANCE MONITORING  
**ORIGINATION DATE:** MARCH 20, 2012  
**EFFECTIVE DATE:** APRIL 1, 2012  
**REVIEW DATE:** OCTOBER 23, 2015  
**REVISION DATE:** OCTOBER 23, 2015

#### Standard

*The organization monitors its performance regarding review procedures according to its written policies and/or documented procedures, whereby:*

- (a) *Prior to communicating a review determination with a referring entity:
  - (i) *The medical director (or equivalent designate) conducts and documents a quality check for at least the first two (2) cases conducted by a reviewer new to the organization; and*
  - (ii) *The organization conducts a quality check and if a review does not meet the organization's quality standards, then each issue and its outcome are documented;**
- (b) *The medical director (or equivalent designate) conducts and documents random quality checks;*
- (c) *The organization conducts and documents random regulatory compliance checks for each state that it does business in;*
- (d) *The organization conducts and documents random compliance checks among the current contracts that are within the scope of this accreditation;*
- (e) *At least quarterly, the organization generates reports to track and trend against measures of acceptable levels of performance with regards to:
  - (i) *Review timelines;*
  - (ii) *Routine quality checks per standard element (a)(ii);*
  - (iii) *Random quality checks per standard element (b);*
  - (iv) *Random compliance checks per standard elements (c) and (d);*
  - (v) *Client complaints; and**
- (f) *As needed, the organization implements action plans to correct identified problems and meet acceptable levels of performance for measures.*

#### Scope of Standards

- This standard applies to all reviews for all books of business included within the scope of the application for accreditation.

#### Evidence for Meeting the Standards – Desktop Review Materials

- Written policy and/or documented procedures for performance monitoring
- Sample quarterly summary reports used for performance monitoring (detailed reports, from which the summary reports were derived, will be examined onsite)

#### Evidence for Meeting the Standards – Onsite Review Materials

- Interview with the medical director (or equivalent designate) and staff responsible for performance monitoring
- Lists of the states in which the organization conducts business
- List of contracts for the books of business included within the scope of the application for accreditation, including the type of review conducted under each contract (e.g.,

**internal peer clinical review, internal appeal and external review - both expedited and non-expedited)**

- **Review of quarterly summary and detailed reports for performance monitoring per IR 17(e)**
- **If it exists, action plan(s) to correct identified problems and achieve acceptable levels of performance as established by these accreditation standards and the organization**

### POLICY

It is critical that all reviews conducted by the company are timely, compliant with company policy and state and federal law and regulations, and of top quality. In order to ensure such, the company has performance monitoring mechanisms in place. Before releasing an independent review decision to the client, it must be reviewed by the company's CS Supervisor, VP FCM and Medical Director. The organization conducts and documents compliance with state specific regulations through the utilization of state specific checklists that have been created and approved by the company's legal department. Further, the Medical Director conducts in detail review of two (2) to four (4) decisions on a quarterly basis and reports his findings to the QMC committee. Any client complaint is documented and addressed both at the time of the complaint and during the QMC meeting.

### PROCEDURE

- Each and every referral is initially reviewed by CS Supervisor/VP FCM.
  - When the report is returned to the company, the MRP Staff organizes the report into the company format, without changing any of the written report, if necessary.
  - The report is given to the CS Supervisor/VP FCM to review for spelling and clarity and to ensure no PHI is included on the report. A note is written in the database if the report is accepted or needs to be sent back to the reviewer for changes.
  - Once the CS Supervisor/VP FCM approves the report, it is sent securely to the Medical Director to review for quality, clarity, and completeness in rationale, references and citations.
  - The Medical Director will send an email approving the final report, which is saved in the case folder and patient's scanned file; **OR**, if not approved, the Medical Director will send his comments as to why the report is not accepted. His EM is saved in the case folder and in the patient's scanned file. The MRP Staff will then return the report to the reviewing physician to make the corrections.
  - If the report is revised in any way, the report will be sent to the Medical Director again for his approval. He will again send an email that the report is approved or not. That EM will be saved in the appropriate folders.
  - Once the Medical Director approves the report, it is sent to the client by secure email, or downloaded or faxed.
- For each review received by a state insurance department, the MRP staff will utilize the state specific checklist (IRO DE CS 015, et al) approved by the legal department to ensure that all timeframes and other state requirements are met. Legal reviews all IR reports to confirm followed state regulations by reviewing each state's checklist (IRO DE CS 015, et al), returns to CS Staff, then sent to Medical Director.
  - Should any state, insurance carrier, or other individual/entity call the company with a complaint, question, or comment on any IR report, such call will be directed to the Legal Department for Legal's involvement. The Legal Department will serve as the intermediary and will either answer the question and/or forward the question to the appropriate MRP staff for handling along with Legal's involvement.
- Should any staff member note an error, they fill out an anonymous Oversight Report (DE 031), noting the issue and resolution, and submit the same to the General Counsel. These reports are reviewed and analyzed for trends and remedial action at the QMC meeting.
- QMC meetings are held quarterly to discuss and track levels of performance.

- The VP FCM tracks all referrals on an IR database log and reports the log to the QMC committee for discussion. The IR log includes, at minimum, the time that the final report was sent to the Medical Director for his approval/comments and the time when the Medical Director returns his approval/comments and the state that the referral is from etc.
  - The General Counsel reports all oversight reports submitted during the quarter.
  - The Medical Director conducts in detail review of two (2) to four (4) decisions (selected at random) that he reports to the QMC committee.
- 
- Any client complaints are reviewed by the VP FCM, who will take the appropriate action to correct the complaint and document the complaint on an oversight report, DE 031. The oversight report is submitted and maintained with the General Counsel.

nothing follows//

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Date Approved

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Bruce D. Roffe, PD, MS  
President & CEO

*Roffe Enterprises, Inc. t/a H.H.C. Group*  
*RFP #DRP-2016-1*

***TECHNICAL PROPOSAL***

**EXHIBIT 8**

INCLUDES:  
Peer Reviewer Agreement

## PEER REVIEWER AGREEMENT

**THIS AGREEMENT** by and between Roffé Enterprises, Inc., d/b/a *H.H.C. Group*, a Maryland Corporation, (hereinafter referred to as *H.H.C. Group*) and NAME, ADDRESS (the "Peer Reviewer") (collectively with *H.H.C. Group*, the "Parties") is entered into as of \_\_\_\_\_, 2016.

**WHEREAS**, The Peer Reviewer represents and warrants that he or she holds the required academic degrees, professional licenses, and malpractice insurance, as more particularly described and represented on the Peer Reviewer's curriculum vitae; and

**WHEREAS**, *H.H.C. Group* is in the business of reviewing, on behalf of insurers, employers, and other third-party payors, the necessity, reasonableness, and appropriateness of health care services proposed for and provided to participants in health benefits plans sponsored by third-party payors; and

**WHEREAS**, the disclosure of certain health-related information is regulated by the provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C.S. § 1171 et seq. (HIPAA), the Health Information Technology Act of 2009 (HITECH), and the regulations promulgated under HIPAA or HITECH (collectively referred to as "HIPAA"); and

**WHEREAS**, The Peer Reviewer from time to time may disclose Protected Health Information (as that term is defined in HIPAA) to *H.H.C. Group* in connection with The Peer Reviewer's work;

**NOW THEREFORE**, in consideration of the promises and covenants contained herein, the parties agree as follows:

### **I. NONDISCLOSURE OF PROTECTED HEALTH INFORMATION.**

- A. The Parties shall take all necessary actions consistent with the requirements of HIPAA to safeguard Protected Health Information (PHI) and will not use or further disclose the information in a manner that would violate the requirements of 45 CFR § 164.
- B. In accordance with HIPAA, the Parties shall enter into the Business Associate Agreement enclosed hereto and marked as Exhibit I (BAA).
- C. In order to assure that the provisions of the BAA are consistent with HIPAA, the Peer Reviewer agrees that this Agreement and/or the Business Associate Agreement may be amended from time to time upon written notice from *H.H.C. Group* to the Peer Reviewer as to the revisions required to make these provisions consistent with HIPAA. In accordance with HIPAA, the Peer Reviewer and *H.H.C. Group* agree that each will provide the other with assurances of their compliance with the law as may be required.
- D. Either party shall be entitled on ten (10) business days prior written notice to audit the other party's records and other information relative to that party's compliance with the law in connection with services rendered pursuant to this Agreement. The review shall be conducted during normal business hours to avoid disruption to business activities.

**II. INDEPENDENT CONTRACTOR.** Peer Reviewer is an independent contractor of *H.H.C. Group*. Accordingly, Peer Reviewer agrees that he/she is not an employee of *H.H.C. Group* and that he/she is not entitled to worker's compensation or employee benefits provided by *H.H.C. Group*. In addition, Peer Reviewer agrees that he/she is responsible for his/her own federal, state, and local income, social security, unemployment, sales, disability, and any other applicable local, state, or federal taxes.

- A. Peer Reviewer is available to perform consulting services for entities other than *H.H.C. Group*. Peer Reviewer warrants and represents that there is no conflict of interest between his/her provision of services under this Agreement and the provision of his/her services under other contracts for services or as an employee and will ensure that no such conflict arises during the term of this Agreement.
- B. Peer Reviewer agrees that the performance of services under this Agreement will be at all times in strict accordance with currently approved methods and practices for the performance of such services.

**III. SERVICES.** Peer Reviewer will assist *H.H.C. Group* with the administration of its Independent Review services by providing *H.H.C. Group* with the Peer Reviewer's professional opinion and recommendation, and where appropriate, sworn testimony consistent with Peer Reviewer's professional qualifications, training, experience, and expertise as requested by *H.H.C. Group* with respect to the reasonableness and necessity of particular health care services ("the File") being reviewed by *H.H.C. Group* in the conduct of its business. Peer Reviewer's duty to assist in the conduct of litigation arising out of a case reviewed by Peer Reviewer, including giving deposition or court testimony regarding such case, shall survive the termination of this agreement.

- A. Peer Reviewer shall render such services on the basis of records, materials, and other File specific information made available by *H.H.C. Group* and such direct contact with the health care provider whose services are being reviewed as may be appropriate in the circumstances to better understand the medical justification of provider or proposed treatment plans, to apprise the health care provider of any deviations of such plans from established norms and criteria and/or to suggest to the health care provider alternative courses of medically appropriate procedures.
- B. Under no circumstances will Peer Reviewer provide care or treatment to a plan participant as part of or in connection with his or her services hereunder.
- C. Peer Reviewer shall maintain a log of time spent with a description of the activities for each time period and include this description of time spent in ten (10) - minute intervals, at a minimum of thirty (30) minutes spent for each given review, within the bill for services.

**IV. AVAILABILITY.** Peer Reviewer will complete and return all reviews within two (2) to three (3) days of receiving a File from *H.H.C. Group*. Peer Reviewer understands that expedited reviews may need to be returned in a shorter period of time. Peer Reviewer agrees to notify *H.H.C. Group* immediately upon receipt of a File of Peer Reviewer's inability to do so in which case *H.H.C. Group* may reassign the File or agree upon a different time period.

**V. PAYMENT.** Peer Reviewer shall be compensated for services provided by Physician Reviewer identified herein at the rate of \$\_\_\_\_\_ per hour, billable in ten (10) minute increments, at a minimum of thirty (30) minutes for each review.

- A. The hourly rate does not include travel and expenses; all expenses must be pre-approved by *H.H.C. Group*;
- B. Peer Reviewer shall bill on a monthly basis;
  - i. Peer Reviewer shall submit a bill in accordance with Section V., B., above by completing the attached "Peer Review Invoice" in order to receive timely payment in accordance with Section V., C., below. Failure to submit the attached "Peer Review Invoice" could delay payment of Peer Reviewer's fee in accordance with Section V., C., below.
- C. Payment shall be remitted within thirty (30) calendar days of receipt of bill; and
- D. For each review, Peer Reviewer will not be paid for any and all time spent in accordance with Section III., above, if Peer Reviewer's review is not ultimately accepted and approved by *H.H.C. Group* as follows:
  - i. For each review, *H.H.C. Group* will give Peer Reviewer two (2) attempts for acceptance and approval by *H.H.C. Group*;
  - ii. If *H.H.C. Group* contacts Peer Reviewer a third time for the same review on the basis that the review has not been accepted and approved by *H.H.C. Group*, then under no circumstance will any and all time spent on said review be paid to Peer Reviewer for his/her services.

**VI. PEER REVIEWER REPRESENTATIONS.**

- A. Peer Reviewer represents and warrants that:
  - 1. The listing of degrees and licenses on the Peer Reviewers curriculum vitae is true and correct;
  - 2. He or she is a health care professional who holds an unrestricted license in a state of the United States, and that his or her license(s) to practice remains valid and unrestricted;
  - 3. He or she recognizes that there are particular jurisdictional requirements by state and that he or she is knowledgeable about such requirements before providing services under this Agreement with respect to cases in particular states;

4. He or she will only conduct reviews and make recommendations for injuries, illnesses, and medical conditions that he or she is knowledgeable about through actual clinical experience;
  5. Peer Reviewer also agrees to maintain good working knowledge of *H.H.C. Group's* medical protocols and guidelines and further agrees to consistently apply such protocols and guidelines in providing services under this Agreement;
  6. His or her license to practice has never been suspended or revoked and he or she has not been reprimanded, disciplined or sanctioned by any licensing board, specialty board, or state or local professional association;
  7. He or she is currently in active practice status;
  8. He or she has not been denied membership or reappointment to any hospital staff nor had staff membership or privileges suspended, curtailed or revoked; and
  9. He or she has fully disclosed any malpractice actions or judgments against them, and all involvement in any pending malpractice actions, and will fully disclose any future malpractice actions or judgments.
- B. Peer Reviewer shall provide *H.H.C. Group* with a copy of his/her curriculum vitae and evidence of his/her current accreditation(s) and license(s). Peer Reviewer shall notify *H.H.C. Group* within ten (10) business days of any change in status (including, but not limited to, expiration, revocation, or suspension) of his/her accreditation(s) and/or license(s). Peer Reviewer shall also notify *H.H.C. Group* immediately if any malpractice claim is filed against Peer Reviewer and/or if any disciplinary action by a licensing board or professional association is taken against Peer Reviewer.
- C. In accordance with these representations and warrants, Peer Reviewer shall submit the signed Declaration enclosed hereto and marked as Exhibit II.

**VII. CONFLICT OF INTEREST** Peer Reviewer represents that to his or her current knowledge, Peer Reviewer has no conflict of interest that will interfere with or compromise his or her performance of medical review services and that he or she will promptly disclose to *H.H.C. Group* any potential or actual conflict of interest with respect to any assignment he or she is requested to undertake. In the event of a potential or actual conflict of interest, or any situation where there is the appearance of impropriety, *H.H.C. Group* expressly reserves the right to transfer the case or File to another Peer Reviewer.

**VIII. CONFIDENTIALITY.** Peer Reviewer's written response to *H.H.C. Group* requests for services, together with such records, materials and other case-specific information provided by *H.H.C. Group* in support of such requests shall be the property of *H.H.C. Group* for use by it in the course of its business. Peer Reviewer will maintain confidentiality of all *H.H.C. Group* related records, materials, and other case specific information consistent with applicable statutes, ethical guidelines and the BAA enclosed hereto as Exhibit I.

**IX. NON-SOLICITATION.** Peer Reviewer agrees that it will not separately provide or contract to provide Independent Review Services that are equivalent or similar to those services described herein with any of *H.H.C. Group's* clients that *H.H.C. Group* identifies to Peer Reviewer, regardless of whether such contract or use is the result of *H.H.C. Group's* client independently seeking the services from Peer Reviewer or the result of a solicitation by Peer Reviewer.

**X. MODIFICATION.** No provisions of this Agreement, including this paragraph, may be amended or modified unless such amendment or modification is in writing and signed by both parties.

**XI. REGULATORY COMPLIANCE.** *H.H.C. Group* represents that during the term of this Agreement that it is in compliance to the best of its knowledge and belief with any and all applicable state and federal laws and requirements concerning electronic transactions, confidentiality of individually identifiable health information, and non-disclosure of nonpublic personal information and licensing.

**XII. LITIGATION ASSISTANCE.** In the event legal or administrative action is brought against *H.H.C. Group* relating in any way to the Independent Review or any other matter arising out of the submission of the claim to *H.H.C. Group*, upon the request of *H.H.C. Group*, The Peer Reviewer agrees to provide to *H.H.C. Group* a copy of the Peer Reviewer's records relating to such patient and claim and agrees to use reasonable efforts to make available an employee or consultant to assist *H.H.C. Group* in its defense of such claim or to testify in connection with the legal or administrative action.

**XIII. INDEMNIFICATION.** The parties hereby agree to indemnify and hold each other harmless, including but not limited to, their officers, employees, agents and directors, from and against any and all

claims, demands, losses, damages, liabilities, obligations, costs, expenses, suits, proceedings (civil, criminal, administrative or investigative), judgments, orders, fines, penalties, amount paid in settlement, actions and causes of action, of any character, type or description, including reasonable attorney's fees, court costs, and all and any other such related expenses, suffered or incurred by a party, that arise directly or indirectly out of, or in connection with, any claim, allegation or assertion made against the parties seeking indemnification as a result of the conduct or performance of the other party in respect to their duties, obligations and responsibilities under this Agreement.

The parties hereunder shall have a right to be indemnified and held harmless herein; provided that the party seeking indemnification (a) notifies the other party of such action, claim or proceeding; (b) provides the other party with all information reasonably accessible to it for the other party to defend that action, claim or proceeding; and (c) cooperates with the other party in regard to its defense or settlement of the action, claim or proceeding. The party seeking indemnification shall have the right, at its own expense, to participate in the defense of any action, claim or proceeding for which it is indemnified and which has been assumed by this obligation or indemnity.

**XIV. INSURANCE.** During the term of this Agreement, the Peer Reviewer shall be covered under *H.H.C. Group's* E&O insurance policy for his/her services performed under this Agreement and solely on behalf of *H.H.C. Group*. Peer Reviewer understands that *H.H.C. Group's* coverage is not intended to replace Peer Reviewer's own professional liability insurance. *H.H.C. Group* recommends that Peer Reviewer maintain at his or her expense, professional liability insurance coverage applicable to his/her individual practice, if any, with primary limits not less than \$1,000,000.

**XV. TERM AND TERMINATION.**

- A. This Agreement continues for an initial term of one (1) year and is extended for additional one-year terms, unless either party gives notice of non-renewal to the other party sixty (60) calendar days before the end of any annual term.
- B. *H.H.C. Group* may terminate this Agreement without advance notice to the Peer Reviewer in the event (1) Peer Reviewer's license to practice is not renewed or invalidated, suspended, or restricted; (2) of Peer Reviewer's misconduct, including, but not limited to, fraud, dishonesty, harassment, or unethical conduct; or (3) Peer Reviewer's breach of this Agreement. Either party may terminate this Agreement for any reason upon ninety (90) days written notice to the other.

**XVI. Notices.** Any notice under this Agreement is effective only upon receipt if in writing and delivered by mail or overnight delivery service with return receipt noting the address and person accepting delivery. The addresses for notice to each party are: (a) Bruce D. Roffé, P.D., M.S., President, Roffé Enterprises, Inc., d/b/a *H.H.C. Group*, 438 North Frederick Avenue, Suite 200A, Gaithersburg, Maryland 20877, and (b) PEER REVIEWER CONTACT NAME AND ADDRESS.

**XVII. APPLICABLE LAW.** This Agreement shall be governed by the laws of Maryland.

**XVIII. SURVIVING PROVISIONS.** The provisions contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties shall so survive performance, cancellation or termination of this Agreement.

**XIX. NULL AND VOID.** This Agreement is null and void if not signed and returned to *H.H.C. Group* within thirty (30) calendar days from the date the Peer Reviewer receives this Agreement from *H.H.C. Group*. This Agreement supersedes all prior written or oral representations, promises or agreements that are inconsistent with this Agreement.

**IN WITNESS WHEREOF,** the individuals named below represent that they are authorized to sign on behalf of their organizations, and execute this agreement for the named parties.

Roffé Enterprises, Inc. d/b/a *H.H.C. Group*

NAME, (Peer Reviewer)

\_\_\_\_\_  
Bruce D. Roffé, P.D., M.S., President

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit I**  
**BUSINESS ASSOCIATE AGREEMENT**

This HIPAA Privacy and Security Agreement (“**Agreement**”) is entered into effective this \_\_\_\_ day of \_\_\_\_\_ 2016 (“**Effective Date**”) by and between NAME (“**Peer Reviewer**”) and Roffé Enterprises, Inc., d/b/a H.H.C. Group (“**Business Associate**”), a Maryland corporation.

**Recitals**

**WHEREAS**, Business Associate has contracted with various Covered Entities to provide cost containment services; and

**WHEREAS**, Business Associate wishes to use Peer Reviewer’s services to assist in the administration of Business Associate’s services, which are identified in a separate services agreement between the parties; and Peer Reviewer may be considered a Subcontractor to Business Associate; and

**WHEREAS**, the Business Associate wishes to disclose certain information to the Subcontractor pursuant to the terms of this Agreement, some of which may constitute Protected Health Information (“**PHI**”), as defined under the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-191), and the regulations promulgated thereunder (“**HIPAA**”); and

**WHEREAS**, pursuant to HIPAA, and the regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information, Title 45, Parts 160 and 164, subparts A and E, of the Code of Federal Regulations (“**C.F.R.**”) (the “**Privacy Rule**”) and 45 C.F.R. Parts 160, 162, and 164, subpart C, governing Electronic Protected Health Information (the “**Security Rule**”), the Business Associate and the Subcontractor wish to enter into this Agreement to satisfy the requirements of the Privacy Rule and Security Rule with respect to “subcontractors,” as that term is used in Section 164.504(e)(2)(ii)(D) of the Privacy Rule and Section 164.314(b)(2)(iii) of the Security Rule and intend to protect the privacy and provide for the security of PHI disclosed to the Subcontractors pursuant to this Agreement and in compliance with HIPAA, the Privacy and Security Rules, and the Health Information Technology for Economic and Clinical Health Act (“**HITECH Act**”).

**THEREFORE**, the parties agree as set forth below in consideration of the mutual promises contained herein.

**Article 1. Definitions**

- 1.01 “Business Associate” shall have the meaning given to such term under HIPAA and the regulations promulgated thereunder, including but not limited to 45 C.F.R. § 160.103.
- 1.02 “Covered Entity” shall have the meaning given to such term under HIPAA and the regulations promulgated thereunder, including but not limited to 45 C.F.R. § 160.103
- 1.03 “Individual” means the person who is the subject of the PHI as defined in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).
- 1.04 “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information, Title 45, Parts 160 and 164, subparts A and E, of the Code of Federal Regulations.
- 1.05 “Protected Health Information” or “PHI” as set forth in HIPAA the Privacy rule, including but not limited to 45 C.F.R. § 160.103, and the HITECH Act and as used herein, means individually identifiable health information whether oral or maintained or transmitted in any form or medium, including, without limitation, all information (including demographic, medical and financial information), data, documentation and materials that relate to: (i) the past, present or future

physical or mental health or condition of an Individual; (ii) the provision of health care to an Individual; or (iii) the past, present or future payment for the provision of health care to an Individual; and (iv) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual. PHI does not include health information that has been de-identified in accordance with the standards for de-identification provided for in the Privacy Rule.

- 1.06 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- 1.07 "Security Rule" shall mean the Security Standards at 45 C.F.R. parts 160, 162, and 164, subparts A and C, governing Electronic Protected Health Information.

## Article 2. General Provisions

- 2.01 All capitalized terms in this Agreement shall have the meanings set forth in HIPAA and the Privacy and Security Rules, unless otherwise defined herein. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms are defined under HIPAA and in the Privacy and Security Rules.
- 2.02 In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of HIPAA, the Privacy and Security Rules, and the HITECH Act, as may be expressly amended from time to time by the Department of Health and Human Services ("DHHS") or as a result of interpretations by the DHHS, a court or another regulatory agency with authority over the Business Associate, the interpretation of the DHHS, such court or regulatory agency shall prevail.

## Article 3. Obligations of Peer Reviewer

- 3.01 Limited Use or Disclosure of PHI. Peer Reviewer agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as required by law and only in connection with providing contracted services to the Business Associate.

In providing services to or for the Business Associate, Peer Reviewer shall be permitted to use and disclose PHI for "treatment, payment and health care operations" in accordance with the Privacy Rule. Additionally, under the Privacy Rule, Subcontractor also may use or disclose PHI in its capacity as Subcontractor to the Business Associate if:

- (a) The use relates to (1) the proper management and administration of Peer Reviewer or to carry out legal responsibilities of the Peer Reviewer; or (2) data aggregation services relating to health care operations of Peer Reviewer or
- (b) The disclosure of information received in such capacity will be made in connection with a function, responsibility or service relating to the proper management and administration of Peer Reviewer to carry out legal responsibilities of Peer Reviewer and such disclosure is required by law Peer Reviewer obtains reasonable assurances from the person or entity to whom the information is disclosed that it will be held confidential and the person or entity agrees to notify Peer Reviewer in written form as soon as actual or constructive knowledge of any breach occurs.
- 3.02 Mitigation. Peer Reviewer agrees to mitigate, to the extent practicable, any harmful effect that is known to Peer Reviewer of a use or disclosure of Protected Health Information by Peer Reviewer in violation of this Agreement.
- 3.03 Peer Reviewer agrees to require any agent, including a subcontractor, to whom it provides

Protected Health Information received from, or created or received by Business Associate, to agree to the same restrictions and conditions that apply throughout this Agreement to Business Associate with respect to such information, including the requirement to implement reasonable and appropriate safeguards to protect PHI.

- 3.04 Peer Reviewer agrees to make internal practices, books, and records relating to the use or disclosure of PHI and received from Business Associate, or created or received by Subcontractor on behalf of Business Associate, available to Business Associate or the Covered Entity or, at the request of the Covered Entity, to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- 3.05 Safeguards. Peer Reviewer agrees to use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- 3.06 Peer Reviewer agrees to report to Business Associate in writing any use or disclosure of the PHI not provided for by this Agreement and any security incident of which Peer Reviewer becomes aware. Such notice shall be provided by Peer Reviewer to Business Associate within five (5) calendar days of its discovery of such unauthorized disclosure of PHI or security incident. Peer Reviewer shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- 3.07 At the request of Business Associate, Peer Reviewer agrees to provide access to Business Associate or the Covered Entity (or as directed by Covered Entity, to an Individual), to PHI in a Designated Record Set in the time and manner designated in 45 C.F.R. §164.524.
- 3.08 At the request of Business Associate or an Individual, Peer Reviewer agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 in the time and manner designated by that section.
  - (a) Peer Reviewer shall inform Business Associate within five (5) calendar days of receipt of any request by or on behalf of an Individual to amend the PHI the Subcontractor maintains for or on behalf of the Business Associate.
  - (b) Peer Reviewer shall within twenty (20) calendar days of receipt of such written request, make the Individual's PHI available to Business Associate as may be required to fulfill Business Associate's obligations to amend PHI pursuant to HIPAA to regulations promulgated thereunder, including, but not limited to, 45 C.F.R. § 165.526. Subcontractor shall, as directed by Business Associate, incorporate any amendments to PHI maintained by Peer Reviewer.
- 3.09 Peer Reviewer shall notify the Business Associate in writing within five (5) calendar days of receipt of any request by an Individual or his/her representative to restrict the use and disclosure of the PHI Peer Reviewer maintains for or on behalf of Business Associate. Upon written notice from Business Associate, Peer Reviewer agrees to comply with any instructions to modify, delete or otherwise restrict the use and disclosure of PHI it maintains for or on behalf of the Business Associate.
- 3.10 Peer Reviewer agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.
- 3.11 Peer Reviewer agrees to provide information collected in accordance with this Section 3 to Business Associate or an Individual, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

## Article 6. Standards For Electronic Transactions

- 6.01 Peer Reviewer agrees that if it (or an agent or subcontractor) conducts an electronic transaction for which the Secretary has established a "standard transaction," Peer Reviewer (or its agent or subcontractor) shall comply with the requirements of the Standards for Electronic Transactions (45 C.F.R. parts 160 and 162).
- 6.02 Peer Reviewer agrees that, in connection with the transmission of standard transactions, it will not (and will not permit any agent or subcontractor with which it might contract to):
- (a) change the definition, data condition, or use of a data element or segment in a standard transaction;
  - (b) add any data elements or segments to the maximum defined data set;
  - (c) use any code or data element that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification; or
  - (d) change the meaning or intent of the standard's implementation specification(s).

## Article 7. Term and Termination

- 7.01 Term. The Term of this Agreement shall be effective as of the date listed above and shall terminate when all of the Protected Health Information provided by Business Associate, or created or received by Peer Reviewer on behalf of Business Associate, is destroyed or returned to Business Associate, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.
- 7.02 Termination for Cause. As provided for under 45 C.F.R. Sections 164.504(e)2(iii) and 164.504(e)1(ii), this Agreement and any related agreement or amendment may be terminated under this Section 7.02 if it is determined that a party has breached a material provision of this Agreement. Failure of a party to meet any material covenant, agreement, duty, or obligation provided for in this Agreement shall constitute a material breach of this Agreement. In the event of a material breach, the non-breaching party shall: (i) provide written notice to the breaching party of the existence of an alleged material breach or violation of such party's obligations under this Agreement and (ii) afford the breaching party thirty (30) days to cure such alleged material breach or end the violation. Failure to cure in the manner set forth in this Section 7.02 is grounds for the immediate termination of the Agreement. If neither termination nor cure is feasible, the breach or violation shall be reported to the DHHS.
- 7.03 Effect of Termination. Upon termination of this Agreement, for any reason, Peer Reviewer shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Peer Reviewer on behalf of Business Associate. This provision shall apply to Protected Health Information that is in the possession of subcontractors of Peer Reviewer.

In the event that Peer Reviewer determines that returning or destroying the Protected Health Information is infeasible, Peer Reviewer shall provide to Business Associate notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Peer Reviewer shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Peer Reviewer maintains such Protected Health Information.

**Article 8. Miscellaneous**

- 8.01 Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time for Business Associate to comply with the requirements of HIPAA or the HITECH Act and any applicable regulations in regard to such laws.
- 8.02 Interpretation. Any ambiguity of this Agreement shall be resolved to permit the parties to comply with the HITECH Act, HIPAA, and the Privacy and Security Rules and other implementing regulations and guidance.
- 8.03 Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.
- 8.04 Severability. If a court of competent jurisdiction finds any term of this Agreement invalid, illegal or unenforceable, that term shall be curtailed, limited or deleted, but only to the extent necessary to remove the invalidity, illegality or unenforceability, and without in any way affecting or impairing the remaining terms.
- 8.05 Applicable Law. It is the intention of the parties that all questions with respect to the construction and performance of this Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Maryland, without regard to their choice of law provisions.
- 8.06 Indemnification. Except as otherwise provided for herein, each party agrees to indemnify, defend and hold harmless the other party, its agents and employees from and against any and all claims, losses, third party causes of action, liability or expense, including defense costs and legal fees, incurred in connection with claims of any nature arising from a party's performance or failure to perform its obligations under this Agreement, unless it is determined that the liability was the direct consequence of negligence or willful misconduct on the part of the other party, its agents or employees. This section shall survive the expiration or termination of this Agreement, regardless of the reason for termination.
- 8.07 Right to Injunctive Relief. The parties expressly acknowledge and agree that any breach or threatened breach of any provision of this Agreement may cause a party to be irreparably harmed and that a party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach or threatened breach, the non-reaching party is entitled to seek injunctive relief to prevent such breach. Nothing in this Section shall be deemed to limit or abridge any other remedy available to a party at law or in equity.

**IN WITNESS WHEREOF**, the parties hereby execute this Agreement to be effective as of the date written above.

**ROFFE' ENTERPRISES, INC.,  
T/A H.H.C. GROUP (Business Associate)**

**NAME  
(Peer Reviewer)**

By: \_\_\_\_\_  
Bruce D. Roffe', PD., MS  
President & CEO

By: \_\_\_\_\_  
Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit II**

Declaration of REVIEWING PHYSICIAN

I, \_\_\_\_\_, do hereby solemnly and sincerely declare, to the best of my knowledge and belief, as follows:

1. My license to practice medicine has never been suspended or revoked;
2. I have no history of disciplinary actions or sanctions that have been taken or are pending by any hospital, licensing board, specialty board, state or local professional association, governmental agency or unit, court of law, or regulatory body that raise a substantial question as to my physical, mental, or professional competence or moral character;
3. I have not been denied membership or reappointment to any hospital staff nor had staff membership or privileges suspended, curtailed or revoked; and
4. I do not have any malpractice actions or judgments against me, nor do I have any pending against me.
5. Should any of the above disciplinary action(s) be taken against me in the future, I will provide H.H.C. Group with written notification of the same within ten (10) days of learning of such action.
6. I have experience providing direct clinical care to *patients* within the past three (3) years and will provide H.H.C. Group with written notification should this change.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

PEER REVIEW INVOICE

Name: \_\_\_\_\_  
Corporate Entity's Name if applicable \_\_\_\_\_  
Address 1 \_\_\_\_\_  
Address 2 \_\_\_\_\_  
FEIN or SSN: \_\_\_\_\_

Date: \_\_\_\_\_

HHC Group Case #: \_\_\_\_\_

Time spent \_\_\_\_\_ Hours/Minutes x \$ \_\_\_\_\_ /hour 10-minute increments, at a minimum of thirty (30) minutes spent for each review.

Minutes	Multiplier
10	16.7%
20	33.3%
30	50.0%
40	66.7%
50	83.3%
60	100.0%

Total Amount Due: \$ \_\_\_\_\_

Please remit a check to: (name and address, if different than above)

\_\_\_\_\_  
\_\_\_\_\_

Send to: H.H.C. Group

**By Fax to (301) 963-9431 OR By Email to [cfernandez@hhcgroup.com](mailto:cfernandez@hhcgroup.com)**

**OR By Mail to H.H.C. Group  
Attention: Accounting / Billing  
438 N. Frederick Ave., #200A  
Gaithersburg, MD 20877**

*Roffe Enterprises, Inc. t/a H.H.C. Group*  
*RFP #DRP-2016-1*

***TECHNICAL PROPOSAL***

**EXHIBIT 9**

INCLUDES:  
Sample Report from HHC Group Reviewing Physician



**H.H.C. Group**  
**Health Insurance Consultants**



**INDEPENDENT REVIEW**

Prepared for: NYS Worker's Compensation Division

**Claimant's Name:**

**SSN # or Case #:**

**Date of Birth:**

XX/XX/1982

**HHC Group Claim #:**

1259717

**IR Authorized By:**

**State of Residence:**

**Jurisdiction:**

**Date Assigned to IRO:**

2/04/2016

**Date Valid Appeal notice was sent:**

2/04/2016

**Date Review Conducted:**

• **Date Sent to Reviewer:**

2/05/2016

• **Date Received from Reviewer:**

2/9/2016

**Date of this report:**

2/10/2016

**Reviewed Data:**

All appropriate medical documentation submitted has been reviewed.

**QUESTIONS AND RECOMMENDATIONS:**

1. Are the medical records and accompanying information sufficient to answer the following questions? \_\_\_\_\_.
2. Do you find claimant's current symptoms to be directly related to the work injury?  
\_\_\_\_\_.
3. Do you find the claimant's current medical condition(s) to be directly related to his work injury? \_\_\_\_\_.
4. Would all of the claimant's subjective complaints be directly related to the work injury?  
\_\_\_\_\_.
5. Is the pain the claimant is experiencing a direct result of the work injury? \_\_\_\_\_.
6. Do you find the claimant's medical care to be directly related to the work injury?  
\_\_\_\_\_.
7. Has claimant reached maximum medical improvement (MMI)? Is claimant able to return to work? \_\_\_\_\_.
8. According to the treating physician, what level of disability does the claimant have?  
\_\_\_\_\_.

9. According to the evaluating physician, what level of disability does the claimant have?  
\_\_\_\_\_.
10. According to your review, what is the claimant's degree of disability?
11. Does your determination support the treating physician's or the valuating physician's determination?

**Guideline/Reference Used: EXAMPLE**

1. New York State Guidelines for Determining Permanent Impairment and Loss of Wage Earning Capacity
2. **UpToDate: Evaluation of the patient with neck pain and cervical spine disorders**  
Author  
Zacharia Isaac, MD  
Section Editor  
Steven J Atlas, MD, MPH  
Deputy Editor  
Lee Park, MD, MPH  
Conflict of interest policy  
 All topics are updated as new evidence becomes available and our peer review process is complete.  
**Literature review current through: Nov 2015. | This topic last updated: Feb 11, 2015.**
3. **UpToDate: Evaluation of low back pain in adults**  
Authors  
Stephanie G heeler, MD  
Joyce E Wipf, MD  
Thomas O Staiger, MD  
Richard A Deyo, MD, MPH  
Section Editor  
Steven J Atlas, MD, MPH  
Deputy Editor  
Lee Park, MD, MPH  
Conflict of interest policy  
 All topics are updated as new evidence becomes available and our peer review process is complete.  
**Literature review current through: Nov 2015. | This topic last updated: Dec 04, 2015.**
4. **UpToDate: Overview of the treatment of chronic pain**  
Author  
Ellen WK Rosenquist, MD  
Section Editor  
Mark D Aronson, MD  
 438 North Frederick Avenue, Suite 200A, Gaithersburg MD 20877  
 800-836-8631 x106  
www.hhcgroup.com

**Deputy Editor**

Lee Park, MD, MPH

**Conflict of interest policy**

All topics are updated as new evidence becomes available and our peer review process is complete.

**Literature review current through:** Nov 2015. | **This topic last updated:** Aug 17, 2015.

5. **UpToDate: Somatization: Epidemiology, pathogenesis, clinical features, medical evaluation, and diagnosis**

**Author**

Donna B Greenberg, MD

**Section Editor**

Joel Dimsdale, MD

**Deputy Editor**

David Solomon, MD

**Conflict of interest policy**

All topics are updated as new evidence becomes available and our peer review process is complete.

**Literature review current through:** Nov 2015. | **This topic last updated:** Mar 25, 2015.

6. **UpToDate: Somatization: Treatment and prognosis**

**Author**

Donna B Greenberg, MD

**Section Editor**

Joel Dimsdale, MD

**Deputy Editor**

David Solomon, MD

**Conflict of interest policy**

All topics are updated as new evidence becomes available and our peer review process is complete.

**Literature review current through:** Nov 2015. | **This topic last updated:** May 18, 2015.

*Note: H.H.C. Group since 2004 is an accredited as an Independent Review Organization by the Utilization Review Accreditation Commission (URAC), and conducts our independent reviews in accordance with the standards established by URAC.*

**Clinical Summary:**

Reviewing physicians review and provide input from medical records, including but not limited to, a chronological timeline of events from the date of injury to the present time. Any x-rays, laboratory results, operative reports,... etc. and various physician progress notes from the claimant's medical records will also be reviewed.

**Rationale for Recommendation:**

- 1. Are the medical records and accompanying information sufficient to answer the following questions?**

Detailed description that supports the answer by the reviewing physician.

- 2. Do you find claimant's current symptoms to be directly related to the work injury?**

Detailed description that supports the answer by the reviewing physician.

- 3. Do you find the claimant's current medical condition(s) to be directly related to his work injury?**

Detailed description that supports the answer by the reviewing physician.

- 4. Would all of the claimant's subjective complaints be directly related to the work injury?**

Detailed description that supports the answer by the reviewing physician.

- 5. Is the pain the claimant is experiencing a direct result of the work injury?**

Detailed description that supports the answer by the reviewing physician.

- 6. Do you find the claimant's medical care to be directly related to the work injury?**

Detailed description that supports the answer by the reviewing physician.

- 7. Has claimant reached maximum medical improvement (MMI)? Is claimant able to return to work?**

Detailed description that supports the answer by the reviewing physician.

- 8. What level of disability has the treating physician determined as the degree for the claimant?**

Detailed description that supports the answer by the reviewing physician.

- 9. What level of disability has the evaluating physician determined as the degree for the claimant?**

Detailed description that supports the answer by the reviewing physician.

- 10. According to your review, what degree of disability does the claimant possess?**

Detailed description that supports the answer by the reviewing physician.

- 11. Which physician, treating or evaluating, does your findings support?**

Detailed description that supports the answer by the reviewing physician.

**Reviewed Data:**

1. Treating Physician Statements/Documents completed/provided:
  - a. ....
  - b. ....
2. Evaluating Physician Statements/Documents completed/provided:
  - a. ....
  - b. ....
3. Medical Records, Correspondence and/or Consultations completed by:
  - a. ....
  - b. ....
4. Medication Summary, undated
  - a. ....
  - b. ....
5. Diagnostics
  - a. ....
  - b. ....
6. Laboratory, dated \_\_\_\_\_
7. Independent Medical Examinations:
  - a. ....
  - b. ....
8. Miscellaneous Documents
  - a. ....
  - b. ....

**Attestation of lack of conflict of interest:** I attest to the fact that I do not:

(a) Have a material, professional, familial, or financial conflict of interest regarding any of the following:

- (i) The referring entity;
- (ii) The health benefits plan;
- (iii) The consumer;
- (iv) The attending provider or any other health care provider previously involved in the case;
- (v) The facility at which the recommended treatment would be provided; **or**
- (vi) The developer or manufacturer of the principal drug, device, procedure, or other therapy being recommended for the consumer;

(b) Accept compensation for independent review activities that is dependent in any way on the specific outcome of the case; **or**

(c) Have involvement with the case prior to its referral to independent review.

*PHYSICIAN'S NAME AND SIGNATURE*

Board Certified: \_\_\_\_\_

License No. \_\_\_\_\_

HHC Group's Medical Director has additionally reviewed this recommendation for clarity and completeness.



**Medical Director:** Roger Hinkson, M.D.

California license #: A76810

Board Certified: Preventive and Occupational Medicine

ABPM Board Certified in Occupational Medicine

California Employment Development Department Independent Medical Examiner (IME)

*Translation Disclaimer: H.H.C. Group does not warrant the accuracy or reliability of translated text and shall not be liable for any misrepresentations or errors caused by such reliance on the accuracy or reliability of translated transcripts of this report*

*Roffe Enterprises, Inc. t/a H.H.C. Group*  
*RFP #DRP-2016-1*

***TECHNICAL PROPOSAL***

**EXHIBIT 10**

**INCLUDES:**

- HIPAA Compliance Policy and Procedure
- Confidentiality of Individually Identifiable Health Information Policy and Procedure
  - Information Confidentiality and Security Policy and Procedure
  - Protected Health Information training guide to reviewing physician
  - Sample letter to new peer reviewers selected for HHC Group panel
    - Sample Peer Reviewer Declaration Page
    - Review File Documentation Policy and Procedure
      - Document Retention Policy

***H.H.C. Group***  
**Policies and Procedures**  
**LEGAL DEPARTMENT**

**STANDARD:** L 02: 002, 008, 008.2, 052.1 P&P BS 03 and P&P OPS 001, DE BS 024  
**SUBJECT:** HIPAA COMPLIANCE  
**ORIGINATION DATE:** Prior to AUGUST 30, 2002  
**EFFECTIVE DATE:** Prior to AUGUST 30, 2002  
**REVIEWED DATE:** AUGUST 21, 2015  
**REVISION DATE:** AUGUST 21, 2015

*NOTE: Although **H.H.C. Group** is not a covered entity pursuant to HIPAA, the legal department is responsible for implementing a HIPAA compliance program in order to meet the needs of its clients to which HIPAA applies.*

**POLICY**

It is the responsibility of the Legal Department to:

- A. Establish procedures for and train all staff pursuant to HIPAA standards;
- B. Secure appropriate legal documents such as Business Associate Agreements and/or Business Associate Addendums;
- C. Perform other functions of a HIPAA Compliance Officer, as appropriate to the company;
- D. Train staff and ensure that all employees, board members, and committee members understand their responsibility to preserve the confidentiality of individually identifiable health information; and
- E. Require all employees, board members, and committee members to sign a confidentiality statement that they understand their responsibility to preserve confidentiality.

**PROCEDURE**

- A. Conduct periodic reviews as appropriate (at least annually) of security standards (company entry and access to facility) that meet or exceed the guidelines re: HIPAA/Protected Health Information (PHI) (P&P OPS 001 front desk) and train all staff to same (see DE BS 024).
- B. Process document requests as per the checklist (DE L 002) and send HIPAA Business Associate Agreements (DE L 008) or addendums to existing service contracts (DE L 008.2) or HIPAA compliance paragraph in service contract (DE L 008.2) to:
  - Covered clients and vendors who have access to PHI
  - Maintain electronic (horizonserv/fileserv/legal/) and hard copy files.
- C. Perform on-going, as needed review of published materials and notifications and research all corporate matters of inquiry re: HIPAA.
  - Edit auto-signature line, fax cover sheets, and any other documentation that third parties receive, to reflect HIPAA compliance (DE L 052.1).
- D. Ensure all employees, board members, and committee members sign (DE L 004.1 Employee Code of Conduct Statement), which provides that they understand their responsibility to preserve confidentiality.

nothing follows//

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Legal Department: GC/Associate GC

**CONFIDENTIAL**

Page 1 of 1  
ORIGINATION DATE: PRIOR TO AUGUST 20, 2002  
REVIEW DATE: AUGUST 21, 2015  
REVISION DATE: AUGUST 21, 2015

**H.H.C. Group**  
**Policies and Procedures**

**CORE STANDARDS, Version 5.0**

**STANDARD:** 16: P&P OPS 06, DE 049, DE BS 001 and 004, DE L 003, DE L 015, DE BS 025, DE L 003.5; P&P L 02; DE L 052.1  
**SUBJECT:** CONFIDENTIALITY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION  
**ORIGINATION DATE:** JULY 1, 2004  
**EFFECTIVE DATE:** JULY 22, 2004  
**REVIEW DATE:** SEPTEMBER 10, 2015  
**REVISION DATE:** AUGUST 1, 2014

**Standard**

*The organization implements written policies and/or documented procedures to protect the confidentiality of individually-identifiable health information that:*

- (a) Identifies how individually-identifiable health information will be used;*
- (b) Specifies that individually-identifiable health information is used only for purposes necessary for conducting the business of the organization, including evaluation activities;*
- (c) Addresses who will have access to individually-identifiable health information collected by the organization;*
- (d) Addresses oral, written or electronic communication and records that are transmitted or stored;*
- (e) Addresses the responsibility of organization employees, committee members and board members to preserve the confidentiality of individually-identifiable health information; and*
- (f) Requires employees, committee members and board members of the organization to sign a statement that they understand their responsibility to preserve confidentiality.*

**Evidence for Meeting the Standards - Desktop Review Materials**

- **Written policies and/or documented procedures related to privacy, security, and information management of all documentation containing individually identifiable health information (IIHI).**
- **Training agenda related to HIPAA privacy rules.**

**Evidence for Meeting the Standards - Onsite Review Materials/Activities**

- **Interview with compliance or privacy official and manager of information systems security.**
- **Signed statements by all staff, committee members and board members that they understand their responsibility to preserve confidentiality.**
- **Documentation of training related to privacy, security, and information management of all documentation containing individually-identifiable health information.**
- **Interview with all levels of staff to verify understanding of their responsibility to preserve confidentiality.**

**I. POLICY**

H.H.C. Group makes every effort to assure the confidentiality of patient health information, particularly individually identifiable information such as that used in independent review.

**II. PROCEDURE**

(A) Individually identifiable patient health information received for any purpose is used only for the purpose for which it was received, and is not used for any other purpose.

(B) Individually identifiable patient health information received (whether received orally or transmitted in writing by electronic mail or fax) for any purpose is sent directly to the individual(s) who require the information to complete the purpose for which the information

was received. All files are maintained in the office and do not leave the H.H.C. Group office. Information is shared only with necessary employees, and with URAC accredited affiliates, who assist in or conduct the review.

- (C) All information is kept confidential in accordance with HIPAA and all applicable laws. The 'face page' of the organization's database (DE 049) carries a 'confidential' notice as do all pertinent documents and is the subject of notice throughout Employee Handbook materials (DE BS 001-005). Further, HIPAA training (DE L 003) includes discussion of PHI (personal health information) given to all new personnel upon arrival at H.H.C. Group, and annually thereafter.
- (D) Paper files are stored in a secure location in the office, and scanned and saved to a secure location on the network, which is only accessible by the MRP department staff. Files are shredded within 180 days following completion of the specific task being delivered to the client. These electronic documents are retained indefinitely as per P&P OPS 06 and DE L 015.
- (E) All employees, committee members, and board members are responsible for maintaining the confidential nature of all PHI and other Confidential information that they come into contact with as a result of their employment with H.H.C. Group.
- (F) Employees, committee members, and board members are provided training on Confidentiality, PHI, and HIPAA rules and regulations upon their arrival at H.H.C. Group, and on an annual basis thereafter. All employees, committee members, and board members execute documents indicating that they have attended HIPAA training and understand their responsibilities with respect to maintaining and preserving the confidential nature of PHI, and other patient confidential information that they come into contact with as a result of their work at H.H.C. Group.
- (G) On a monthly basis, each manager from specific departments will review the sent files of their staff's e-mail to confirm no PHI was written in the subject line. If found, the employee is retrained by the supervisor and an oversight report is created. The legal department will review oversight reports and HIPAA requirements.

nothing follows//

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Bruce D. Roffé, President & CEO

Page 2 of 2  
ORIGINATION DATE: JULY 1, 2004  
EFFECTIVE DATE: JULY 22, 2004  
REVIEW DATE: SEPTEMBER 10, 2015  
REVISION DATE: AUGUST 1, 2014

**H.H.C. Group**  
**Policies and Procedures**

**CORE STANDARDS, Version 3**

**STANDARD:** 15: DE 049-051, DE 056, DE 058 (Front office procedures for front door), DE BS 025, DE L 003, DE L 005, DE IT 007  
**SUBJECT:** INFORMATION CONFIDENTIALITY & SECURITY  
**ORIGINATION DATE:** AUGUST 4, 2004  
**EFFECTIVE DATE:** AUGUST 4, 2004  
**REVIEW DATE:** SEPTEMBER 10, 2015  
**REVISION DATE:** OCTOBER 1, 2014

**Standard**

*The organization provides for data confidentiality and security of its information systems(s) (electronic and paper) by implementing written policies and/or documented procedures that address:*

- (a) *Assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of information systems;*
- (b) *Prevention of confidentiality and security breaches; and*
- (c) *Detection, containment and correction of confidentiality and security violations.*

**Evidence for Meeting the Standards - Desktop Review Materials**

- *Confidentiality and security risk assessment.*
- *Information management written policies and/or procedure, and/or key sections of a program description or plan addressing confidentiality and security.*

**Evidence for Meeting the Standards - Onsite Review Materials/Activities**

- *Complete set of information systems management documentation.*
- *Interview with operations management and staff regarding their role in maintaining information systems.*
- *Tour and observation of equipment and data security, storage, maintenance, and destruction located at the organization site; off-site information system equipment and capabilities, including services provided by a contractor, will be verified with operations management and discussed in terms of its effects (if any) on program services.*
- *Interview of staff and management personnel to verify organizational confidentiality and security policies.*

**I. POLICY**

Confidentiality of data and information is assured by policies that restrict access to information by authorized staff and measures taken to ensure confidentiality and protection of information include:

- A. Controlling the physical environment for desktop computers: only authorized staff are allowed in the building. All visitors (including contractors, building maintenance personnel and guests) are assigned a badge and are accompanied by HHC staff.
- B. Controlling the physical environment of networked terminals and servers: only network administrators and authorized staff have access to the computer room.
- C. Restricting access to data and maintaining rigorous authentication practices: all users are assigned a user name and a password and have limited rights to network data. Further, users will log off every time they leave the second floor, network policy will automatically lock idle workstations after 15 minutes
- D. Maintaining current authorization levels for all users, documenting system administration procedures, parameters, and maintenance activities: network administrators continuously

- maintain the authorization levels by restricting access to new servers or storage devices, denying access to ex-employees and assigning new logins to new personnel.
- E. Protection of information as relates to corporate contracts and personnel are safeguarded by coordination and consultation between Business Services and Legal Department staff.

## II. PROCEDURE

### A. Data Protection

HHC Group has implemented a secure email system (Megapath) whereby confidential PHI data may be transferred using encrypted email software to our customers and vendors. Entry into HHC Group is by appointment only and a security code is required at the front door when an employee enters/reenters. All visitors are screened prior to entry using a video camera. The company utilizes a 256 bit firewall device. External ports have been locked down and our wireless internet access sits outside of our network to assure security. An outside vendor has tested HHC Group open ports and has determined our vulnerabilities and has locked HHC Group down from possible outside external attack. Regarding email, all emails are subject to review. As a matter of practice, all received emails to all employees are monitored and senior Managers have access to their employees email accounts. On hire, employees sign and agree to keep all information confidential. Access to the data center is restricted to managers and is kept under lock and key.

Electronic files are stored or scanned into the company's servers, kept in a nested file folder system such that any one can find respective folders by knowing the year in which the patient was serviced, the patients last name, first name, and six digit electronic database identifier. Electronic data is saved for perpetuity. Paper documents are destroyed via shredding each business day. Scan files are duplicated and are also saved to CD's which are stored under lock and key. All electronic records are stored on a RAID-5 based network storage. Scanned files that are stored may be found @ \\blackarmor1\Mybookworld1\HS164GBA. Departmental files are stored @ \\blackarmor1\Mybookworld1\FILECAB\Departments. These drives are being backed up to Tape drive, tape backups are removed from premises daily and will be used to restore lost data. Tape backups are tested to ensure data integrity.

### B. & D. Data Confidentiality

All computers require the use of a log on name and password, which is individually assigned to each respective employee of the company. Access to data in the database is based on a need-to-know basis. There are multiple levels of security built into the system such that access to information is likewise only allowed on a need-to-know basis. Each computer has access to specific system folders, allowing the user of that specific computer to only access certain network functionality (Are folders on the server restricted by computer or user? This is written as though they are controlled by computer account, typically they are security by user account or group). Appropriate folder permissions are preset by the Administrator to allow or deny access to respective network folders. System passwords are maintained, and controlled by Active Directory Group Policy. Controlled password parameters include; re-use history, maximum age, minimum age, length and complexity. Each time an employee leaves the company, the user account is disabled. All critical components that process, store or transmit PHI data are configured to record log-in attempts - both successful and unsuccessful - as well as automatic system lock after 15 minutes of inactivity and reporting and account lockout after 3 failed attempts. Disposal of computer systems and media is done by physical and mechanical force.

### C. Data Security

Security violations, either through acts of commission or omission, may utilize the use of the companies progressive discipline procedures and submission of Oversight Report to the Quality Management Committee. This report is used to investigate the incident and to determine a course of action to prevent a reoccurrence. The breach is submitted to the immediate supervisor who is responsible for investigating the incident and for filing the report. After incident resolution, the appropriate external parties will be contacted to advise as to the breach and the appropriate employee actions will be taken up to and to include possible

employee termination. Depending on the severity of the breach, outside counsel may be retained for assistance if this incident involves an employee termination. If a large scale breach were to occur, it would be subject to the rules of HIPAA. Standard 16 outlines the policy and procedures used to address the breach. Secure Sockets Layer Certificates for the hhcgroup.com domain are provided by Verisign, Inc and are renewed every three years.  
nothing follows//

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Bruce D. Roffé, President & CEO

## Protected Health Information (PHI)

A. The Peer Reviewer shall take all necessary actions consistent with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C.S. § 1171 et seq., to safeguard PHI and will not use or further disclose the information in a manner that would violate the requirements of 45 C.F.R. § 164.

B. The Peer Reviewer shall:

1. Not use or further disclose any PHI other than permitted or required to undertake the Peer Review;
2. Not use or further disclose any PHI in a manner that would violate the requirements of applicable law, including but not limited to, HIPAA;
3. Implement a policy and procedure that incorporates appropriate safeguards to prevent the use or disclosure of such PHI, such as the use of a zip file with a separately transmitted password for the electronic submission of PHI, and provide a copy of such policy and procedure to **H.H.C. Group** upon request;
4. Immediately report to **H.H.C. Group** any unauthorized use or disclosure of such PHI of which the **Peer Reviewer** becomes aware;
5. Ensure that any subcontractor or agent to whom the **Peer Reviewer** provides PHI received from, or created or received by **H.H.C. Group** agrees to the same restrictions and conditions that apply to the **Peer Reviewer** with respect to such information;
6. Make such PHI available for inspection and copying by the subjects thereof in accordance with 45 C.F.R. § 164.524;
7. Incorporate any amendments or corrections to such PHI when notified by **H.H.C. Group**;
8. Make available to **H.H.C. Group** any information required to provide an accounting of the **Peer Reviewer's** disclosures of PHI during the six-year period prior to the date on which the accounting is requested; however this section does not apply if the information was provided in accordance with HIPAA;
9. Make its internal practices, books and records relating to the use and disclosure of such PHI available to the Secretary of the United States Department of Health and Human Services (the "Secretary") for purposes of determining compliance with 45 CFR §164;
10. Maintain accurate and complete records of disclosures of PHI in accordance with 45 CFR §164.528; and
11. At the termination of this Agreement, return or destroy, if feasible, all PHI received from, or created or received by the **Peer Reviewer** on behalf of **H.H.C. Group** that the **Peer Reviewer** still maintains and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. It is understood that the data that **H.H.C. Group** retains is embedded in its database and it is not feasible to return or destroy that data. **H.H.C. Group** will protect that data as if this Agreement were continuing.

C. In order to assure that these provisions are consistent with HIPAA, the **Peer Reviewer** agrees that this Agreement may be amended from time to time upon written notice from **H.H.C. Group** to the **Peer Reviewer** as to the revisions required to make these provisions consistent with HIPAA. In accordance with HIPAA, the **Peer Reviewer** and **H.H.C. Group** agree that each will provide the other with assurances of their compliance with the law as may be required.



# H.H.C. Group

## Health Insurance Consultants

438 North Frederick Avenue; Suite 200A  
Gaithersburg, Maryland 20877

Telephone: (301) 963-0762  
Fax: (301) 963-9431

Bruce D. Roffé, PD MS  
President/CEO

Catherine E. Race, RN  
Vice President  
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MIBS, QME, Medical Director

Roberta Fineroff, BA MS  
Vice President  
Operations

Mandy M. Wolfe, Esq.  
General Counsel

Name  
Street Address  
City, State, Zip Code

Dear Dr. Name:

Welcome to the *H.H.C. Group* Peer Review Panel!

Founded in 1995, *H.H.C. Group* provides cost containment and quality services to insurers, self-insured companies, ERISA plans and government entities. The Company's mission is to be the best possible source for meeting our clients' healthcare cost containment needs. At the same time, we seek to provide excellent customer service and to maintain the highest standards of professional conduct, business ethics and integrity.

*H.H.C. Group* is one of only forty-six URAC Accredited Independent Review Organizations nationwide. The Company first earned its accreditation in 2004. Its full accreditation was renewed again in April 2011.

As the Medical Director for *H.H.C. Group*, I supervise the Company's Independent Medical Examination and Independent Peer Review process and its panel of physicians. If you have any non-medical questions when reviewing a claim, please contact Catherine Race, RN, CPC, Vice President of Financial Case Management- Director, Medical Review Programs. For any medical questions or questions regarding the final IR report, please contact me directly.

The enclosed packet contains the Company's newsletter and marketing materials, Peer Review Policies and Procedures, the format for providing written reviews, a sample review and instructions on the transmission of the claims from *H.H.C. Group* to you and of your reports to *H.H.C. Group*. The Company uses only secure communication methods as required by HIPAA/URAC.

Periodically, we will be conducting seminars via the Web. They will focus on various topics that will be of interest to all panel physicians and will provide a better understanding of *H.H.C. Group* and of its Peer Review Program.

Finally, please contact me immediately in the event you have licensing issues, Malpractice suits initiated against you or Malpractice judgments/settlements or if your insurance lapses.

I look forward to working with you to provide the highest quality independent reviews for *H.H.C. Group's* clients across the county.

Best Regards,



Roger Hinkson  
Medical Director

*H.H.C. Group* is a Utilization Review Agency in Alabama and is a Licensed Independent Review Organization in Arkansas, Hawaii, Idaho, Iowa, Kentucky, Nevada, South Dakota and Utah, an External Independent Review Organization in the States of Illinois, Ohio, Tennessee and Virginia, a Private Review Agent in the Commonwealth of Virginia, and a Licensed Medical Claims Review Agency in the State of Indiana.



URAC  
ACCREDITED  
INDEPENDENT REVIEW ORGANIZATION

Declaration of \_\_\_\_\_

I, \_\_\_\_\_, do hereby solemnly and sincerely declare, to the best of my knowledge and belief, as follows:

1. My license to practice medicine has never been suspended or revoked;
2. I have no history of disciplinary actions or sanctions that have been taken or are pending by any hospital, licensing board, specialty board, state or local professional association, governmental agency or unit, court of law, or regulatory body that raise a substantial question as to my physical, mental, or professional competence or moral character;
3. I have not been denied membership or reappointment to any hospital staff nor had staff membership or privileges suspended, curtailed or revoked; and
4. I do not have any malpractice actions or judgments against me, nor do I have any pending against me.
5. Should any of the above disciplinary action(s) be taken against me in the future, I will provide H.H.C. Group with written notification of the same within ten (10) days of learning of such action.
6. I have experience providing direct clinical care to *patients* within the past three (3) years and will provide H.H.C. Group with written notification should this change.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**H.H.C. Group**  
**Policies and Procedures**

**INDEPENDENT REVIEW ORGANIZATION STANDARDS, Version 5.0**

**STANDARD:** IR 16; IR 1, IRO DE CS 025, DE M 13, 14, 44 & 48, IRO DE M 104  
**SUBJECT:** REVIEW FILE DOCUMENTATION  
**ORIGINATION DATE:** OCTOBER 1, 2005  
**EFFECTIVE DATE:** APRIL 1, 2012  
**REVIEW DATE:** OCTOBER 23, 2015  
**REVISION DATE:** OCTOBER 23, 2015

**Standard**

For each case, the *organization* maintains a file that includes:

- (a) The unique identifier assigned to the review case;
- (b) The name, credentials and specialty of the *reviewer(s)* and/or unique identifier for the *reviewer(s)*;
- (c) *Reviewer* attestation regarding *conflict of interest*;
- (d) The specific question or issue to be resolved by the review process;
- (e) Whether the case relates to medical necessity and medical appropriateness, experimental or investigational treatment, administrative or legal issue, or a combination of these categories;
- (f) Whether the case is expedited or not;
- (g) Clinical evidence and information considered during the review;
- (h) References to any applicable medical literature/research data or national clinical criteria upon which the *reviewer's* determination was based; **and**
- (i) Documentation of all correspondence and communication between the *organization*, the *reviewer(s)* and any other party regarding the case, including a copy of the final determination letter.

**Evidence for Meeting the Standards - Desktop Review Materials**

- Written policy and/or documented procedures for maintaining case files, including identification of what will be kept in them

**Evidence for Meeting the Standards - Onsite Review Materials/Activities**

- Review of a minimum of 30 case files, randomly selected, along with their associated reviewer files - including credentialing files

I. POLICY

Maintaining a complete and accurate record of events and outcomes is fundamental to the breadth of responsibilities for maximized "patient care" by this organization. The occasion of an independent review may be the last consideration as to what constitutes quality care and as such, record keeping is sacrosanct.

II. PROCEDURE

Upon receipt of client request to perform an independent review, the VP of Operations (or their staff) "opens" a digital file to a restricted part of the database. Said record is labeled with patient name and date received and assigned an internal claim number.

Documentation includes:

- a. MANDATORY – everything sent by the referring entity, eg signed request, clinical notes (H&P, operatives, lab, x-ray), itemized bills models, photographs, correspondence (patient, provider or other interested parties).
- b. MANDATORY – relevant information from the health plan as applicable to the case; i.e., if "medical necessity" is at issue, then such applicable health plan language is required.
- c. MANDATORY – state-mandated criteria or standards (requests to date do not include these as cases have not been of a UR or LCM nature).

- d. MANDATORY – organization’s determination re: organizational and reviewer conflicts of interest and reviewer qualifications (IR 1, IRO DE L 036, and IRO DE CS 025)
- e. MANDATORY – name, credentials and specialty of the reviewer(s) (required as integral within every final report)
- f. MANDATORY – Medical evidence and information considered during the review
- g. MANDATORY – References to applicable literature, research data or national clinical criteria upon which the determination was based (required as integral within every final report)
- h. MANDATORY – re expedited reviews, after hours contact information for the referring entity
- i. MANDATORY – documentation of all correspondence and communication among all parties to include final determination letter.
- j. IF RECEIVED – Copy of prior determination letters;
- k. IF RECEIVED - Copies of all relevant documents from the health benefits plan;

Nothing follows//

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Bruce D. Roffé, PD, MS  
President & CEO

*H.H.C. Group*  
**Policies and Procedures**  
**LEGAL DEPARTMENT**

**STANDARD:** L 03: DE L 015 and P&P OPS 006  
**SUBJECT:** DOCUMENT RETENTION  
**ORIGINATION DATE:** Prior to August, 2002  
**EFFECTIVE DATE:** Prior to August, 2002  
**REVIEW DATE:** AUGUST 21, 2015  
**REVISION DATE:** AUGUST 21, 2015

**POLICY**

The legal department is responsible for implementing a document retention program that defines and sets forth instruction that complies with all laws, supports business relationships and preserves or destroys documents as appropriate.

**PROCEDURE**

- A. Create and preserve documents identified as necessary for conducting the business and in compliance with laws including privacy laws and labor laws and for as long as needed.
  - B. Create and update document retention schedule (DE L 015) which specifies the length of time that categories of documents will be retained. Staff is provided with guidelines for hard copy destruction by shredding (P&P OPS 006). Electronic or digital versions are destroyed via deletion by the same guidelines.
  - C. Notify all department heads and appropriate staff by written and oral instruction regarding the scope of documents upon commencement or threatened commencement of any investigation or litigation such that the routine destruction of documents is halted.
  - D. Remind supervisors regarding the importance of documentation and the importance of clarity in communication to avoid unintended consequences of retained documents and emails.
- nothing further//

\_\_\_\_\_  
Date Approved

\_\_\_\_\_  
Legal Department: General Counsel

**CONFIDENTIAL**

Page 1 of 1  
ORIGINATION DATE: PRIOR TO AUGUST, 2002  
REVIEW DATE: AUGUST 21, 2015  
REVISION DATE: AUGUST 21, 2015

*Roffe Enterprises, Inc. t/a H.H.C. Group*  
*RFP #DRP-2016-1*

***TECHNICAL PROPOSAL***

**EXHIBIT 11**

**INCLUDES:**

URAC Accreditation Certificate to URAC



**CERTIFICATE OF Full Accreditation**

*is awarded to*

**H.H.C. Group**

**438 North Frederick Avenue, Suite 200A**

**Gaithersburg, Maryland 20877**

*for compliance with*

**Independent Review Organization: External Review Accreditation Program**

*pursuant to the*

**Independent Review Organization: External Review, 5.0**

*Effective from the 04/01/2014 through the 04/01/2017*



**Kylanne Green**  
**President & Chief Executive Officer**

Certificate Number: XE132404R - 86737



**ACCREDITED**

*URAC accreditation is assigned to the organization and address named in this certificate and is not transferable to subcontractors or other affiliated entities not accredited by URAC.*

*URAC accreditation is subject to the representations contained in the organization's application for accreditation. URAC must be advised of any changes made after the granting of accreditation. Failure to report changes can affect accreditation status.*

*This certificate is the property of URAC and shall be returned upon request.*

*Roffe Enterprises, Inc. t/a H.H.C. Group*  
*RFP #DRP-2016-1*

***TECHNICAL PROPOSAL***

**EXHIBIT 12**

**INCLUDES:**

Fraud, Waste and Abuse (FWA) Compliance and Training Policy and Procedure

***H.H.C. Group***  
**Policies and Procedures**  
**LEGAL DEPARTMENT**

**STANDARD:** L 07 (DE L 068, 069, 070, and 071)  
**SUBJECT:** FRAUD, WASTE, AND ABUSE (FWA) COMPLIANCE AND TRAINING  
**ORIGINATION DATE:** November 9, 2015  
**EFFECTIVE DATE:** November 9, 2015  
**REVIEWED DATE:** February 3, 2016  
**REVISION DATE:** February 3, 2016

**POLICY**

It is the responsibility of the Legal Department to:

- A. Establish procedures for and train all staff regarding fraud, waste, and/or abuse (FWA); and
- B. Train staff and ensure that all employees, board members, and committee members understand their responsibility to report FWA and not commit FWA.

**TRAINING**

- A. H.H.C. Group has zero tolerance for the commission or concealment of acts of fraud, waste, and/or abuse (FWA). Allegations of such acts will be investigated and pursued, including legal action where warranted. All employees are responsible for reporting suspected instances of FWA to their direct supervisor who will then bring it to the Legal Department's attention. If an employee thinks that a direct supervisor has committed FWA, then that employee can go directly to the Legal Department. The Legal Department will then take it to the President's attention and/or other outside agencies, if appropriate.
- B. Generally:
  - i. Fraud consists of an illegal act (the intentional wrongdoing), the concealment of this act, and the deriving of a benefit (converting the gains to cash or other valuable commodity).
  - ii. "Waste" means the thoughtless or careless expenditure, consumption, mismanagement, use, or squandering of resources owned or operated by the HHC Group to the detriment or potential detriment of HHC Group. Waste also includes incurring unnecessary costs because of inefficient or ineffective practices, systems, or controls. Waste does not normally lead to an allegation of "fraud", but it could.
  - iii. "Abuse" means the excessive, or improper use of something, or the use of something in a manner contrary to the natural or legal rules for its use; the intentional destruction, diversion, manipulation, misapplication, maltreatment, or misuse of resources owned or operated by HHC Group; or extravagant or excessive use so as to abuse one's position or authority. "Abuse" does not necessarily lead to an allegation of "fraud", but it could.
  - iv. Examples of fraud, waste, and abuse activities include, but are not limited to the following:
    - a. Forgery or alteration of documents (checks, contracts, invoices, time sheets, records, etc.).
    - b. Misrepresentation of information on documents (employment history, time sheets, leave records, travel reimbursement requests, financial records, etc.).

- c. Theft, unauthorized removal, or willful destruction of HHC records or the property of other persons (to include the property of employees, customers, or visitors).
    - d. Misappropriation of funds, equipment, supplies, or any other asset.
    - e. Improprieties in the handling and reporting of financial transactions.
  - C. Specific to Medicare Advantage Organizations (MA Organizations) (offer plans under Medicare Part C) (if applicable to our clients, as some of our clients may be MA Organizations (ex: Memorial Hermann)).
    - i. "In its *Medicare Program Integrity Manual*, Centers for Medicare & Medicaid Services (CMS) defined fraud as 'the intentional deception or misrepresentation that [an] individual knows to be false or does not believe to be true, and the individual makes knowing that the deception could result in some unauthorized benefit to himself/herself or some other person.'" <http://oig.hhs.gov/oei/reports/oei-03-10-00310.pdf>
    - ii. "CMS defined abuse as '[b]illing Medicare for services that are not covered or are not correctly coded.'" <http://oig.hhs.gov/oei/reports/oei-03-10-00310.pdf>
    - iii. "MA organizations may identify potential fraud and abuse incidents through internal efforts, such as claim reviews and routine audits, or through external sources, such as complaints from beneficiaries and referrals from law enforcement agencies."  
<http://oig.hhs.gov/oei/reports/oei-03-10-00310.pdf>
    - iv. PowerPoint slides from CMS (DE L 68 (Part 1) and DE L 69 (Part 2)) (questions and answers are saved as DE L 70 and DE L 71, respectively)

#### PROCEDURE

- A. Conduct periodic reviews as appropriate (at least annually) of standards that meet or exceed the guidelines re: FWA and train all staff to same.
- B. Perform on-going, as needed review of published materials and notifications and research all matters of inquiry re: FWA.
- C. Ensure all employees, board members, and committee members understand their responsibility to not commit FWA via training (at least annually).
- D. Ensure all employees, board members, and committee members understand their responsibility to report FWA to the Legal Department via training (at least annually).
- E. Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, and/or vendors.

nothing follows//

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Date Approved

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Legal Department: GC/Asst GC

*Roffe Enterprises, Inc. t/a H.H.C. Group*  
*RFP #DRP-2016-1*

***TECHNICAL PROPOSAL***

**EXHIBIT 13**

**INCLUDES:**

- Dispute Resolution Program Network Count
- Procedure for Recruiting Peer Review Panelists
- Peer Review Panelist Selection Policy and Procedure

**Dispute Resolution Program Network Count**

Specialty Description	WCB Rating Codes	Number of Current Reviewing Physicians	Additional Reviewing Physicians to be added prior to 12/1/16	Total Number of Reviewing Physicians on 12/1/16
Allergy / Immunology	AL, CAL, OPAL, OPCAL	6	1	7
Anesthesiology	AN, CAN, OPAN, OPCAN	68	—	68
Chiropractic	DC	55	—	55
Colon / Rectal Surgery	CCRS, CRS, OPCCRS, OPCRS	5	—	5
Dermatology	CD, D, OPCD, OPD	10	—	10
Emergency Medicine	CEM, EM, OPCEM, OPEM	22	—	22
Family Practice	CFP, FP, OPCFP, OPFP	24	—	24
General Practice	GP, OPGP	24	—	24

Internal Medicine	CIM, IM, OPCIM, OPIM	133	→	133
Internal Medicine - Cardiac Electrophys.	CIM-CE, IM-CE, OPCIM-CE, OPIM-CE	2	—	2
Internal Medicine - Cardiology	CIM-CD, IM-CD, OPCIM-CD, OPIM-CD	5	1	5
Internal Medicine - Cardiovascular	CIM-CVD, IM-CVD, OPCIM- CVD, OPIM-CVD	2	1	2
Internal Medicine - Critical Care	CIM-CCM, IM-CCM, OPCIM- CCM, OPIM-CCM	7	1	7
Internal Medicine - Diagnostic Immunology	CIM-DL, IM-DL, OPCIM-DL, OPIM-DL	1	1	1
Internal Medicine - Endocrinology	CIM-END, IM-END, OPCIM- END, OPIM-END	7	—	7
Internal Medicine - Gastroenterology	CIM-GE, IM-GE, OPCIM-GE, OPIM-GE	8	—	8
Internal Medicine - Geriatric Medicine	CIM-GM, IM-GM, OPCIM-GM, OPIM-GM	5	—	5
Internal Medicine - Hematology	CIM-HEM, IM-HEM, OPCIM- HEM, OPIM-HEM	1	2	3
Internal Medicine - Infectious Diseases	CIM-ID, IM-ID, OPCIM-ID, OPIM-ID	6	1	7

Internal Medicine - Nephrology	CIM-NEPH, IM-NEPH, OPCIM-NEPH, OPIM-NEPH	33		33
Internal Medicine - Medical Oncology	CIM-ONCL, IM-ONCL, OPCIM-ONCL, OPIM-ONCL	8		8
Internal Medicine - Pulmonary Diseases	CIM-PD, IM-PD, OPCIM-PD, OPIM-PD	6		6
Internal Medicine - Rheumatology	CIM-RHE, IM-RHE, OPCIM-RHE, OPIM-RHE	7		7
Neurological Surgery	CNS, NS, OPCNS, OPNS	51		51
Nuclear Medicine	CNUM, NUM, OPCNUM, OPNUM	6		6
Obstetrics / Gynecology	COG, OG, OPCOG, OPOG	14		14
Ophthalmology	CO, O, OPCO, OPO	13		13
Orthopedic Surgery	COS, OPCOS, OPOS, OS	100*		100
Otolaryngology	COL, OL, OPCOL, OPOL	15		15
Physical Medicine / Rehabilitation	CPMR, OPCPMR, OPPMR, PMR	60		60

Plastic Surgery	CPS, OPCPS, OPPS, PS	13	1	14
Podiatry	DPM	8	—	8
Preventative Medicine	CPM, OPCPM, OPPM, PM	9	1	10
Psychiatry / Neurology	CPN, OPCPN, OPPN, PN	62	—	62
Psychology	PSY	19	—	19
Surgery	CS, OPCS, OPS, S	21	—	21
Thoracic Surgery	CTS, OPCTS, OPTS, TS	6	—	6
Urology	CU, OPCU, OPU, U	10	1	11

\*A complete list of the Physician Specialty Classification Codes can be confirmed on the  
Workers' Compensation Board website at:

<http://www.wcb.ny.gov/content/main/hcpp/MedReg/SpecialtyClassifications.jsp>

## Procedure for Recruiting Peer Review Panelists

1. MRP determines specialties for recruitment
2. Special Projects Manager identifies potential candidates using the SEAK Directory of Medical File Review Consultants, referrals and independent research
3. Special Projects Manager contacts potential candidates to determine if they:
  - are Board Certified, (They must be Board Certified in the specialty (ies) for which they conduct reviews for HHC Group)
  - Are actively seeing patients or have been actively seeing patients in the last 3 years. (They must meet this qualification to be considered)
  - Have Malpractice or other insurance covering their providing Independent File Reviews. (Having insurance is mandatory.)
  - have had any Malpractice judgements against them or any Malpractice settlements ever (Not an automatic disqualifier)
  - Have had any Malpractice judgements against them or any Malpractice settlements to which they were a party in the last 5 years. (Automatic disqualifier)
  - have any active Malpractice suits in which they are a defendant (Automatic disqualifier)
  - Have ever been disciplined by a state board or by any sanctioning body. (Automatic disqualifier)
  - Have ever had their license to practice suspended or revoked. (Automatic disqualifier)
  - Have ever been convicted of any criminal activity. (Automatic disqualifier)
4. Special Projects Manager explains types of reviews, the timing for review completion which is 3-4 day turn around for regular reviews and 1 or 2 days for expedited reviews, and the mandatory citing of appropriate guidelines to support findings and discuss fees. The process for sending the reviewer the questions to be answered, the medical records, format for the review and attestation document and for the reviewer to return their completed report, the signed attestation form and their invoice is reviewed
5. Special Projects Manager sends the candidate the list of documents to send for consideration for panel membership.
  - Copies of his/her current U.S. and state Licensure
  - Copies of his/her Board Certificate (s)
  - A list of his/her subspecialties
  - A current Certificate of Insurance
  - A list of all his/her office locations
  - A redacted Independent Review Report (IR Report) or Independent Medical Examination (IME) that he/she have previously written; with all patient information removed
  - A completed W-9
  - Signed copies of the Position Description and Declaration
  - The names of three professional references with their contact information
6. The candidate sends the required documents to the Special Projects Manager.

7. The redacted review (one of the required documents) is sent to the Medical Director for evaluation. The Medical Director can accept or reject the candidate for panel membership.
8. The Special Projects Manager queries the Federal Office of Inspector General and System for Award Management websites to determine if the candidate has been excluded from federal government work.
9. Candidate is added to the H.H.C. Group license verification grid by the Director, Business Services.
10. H.H.C. Group President verifies the candidate's licensure/status regarding Malpractice suits/settlements on the American Board of Medical Specialties website.
11. The Special Projects Manager requests H.H.C. Group Legal send a Peer Reviewer Agreement to the candidate.
12. Once the Agreement is signed and executed, the Special Projects Manager has the Vice-President, Operations send the new panelist a welcome/training package.
13. The Special Projects Manager sends the panelist the Medicare Fraud and Abuse Training module and test.
14. The Special Projects Manager receives and grades the completed test from the panelist. Passing panelists' tests are put into their file.
15. The Vice President of Financial Case Management and the President attest that the panelist's file is complete.
16. The Special Projects Manager adds the panelist to DE M 118 Peer Review Panel Contact and Fee list. The Special Projects Manager forwards the updated list to Legal for placement in the Document Evidence folder and to MRP.
17. The panelist's file is placed in the Peer Review Panelist file cabinet.

***H.H.C. Group***  
**Policies and Procedures**  
**SPECIAL PROJECTS**

**STANDARD:** SP 01: IR 1  
**SUBJECT:** PEER REVIEW PANELIST SELECTION PROCEDURE  
**ORIGINATION DATE:** JULY 1, 2011  
**EFFECTIVE DATE:** JULY 1, 2011  
**REVIEW DATE:** JUNE 22, 2016  
**REVISION DATE:** JULY 5, 2016

1. Identify potential candidates based on specialty, years in practice (minimum of five years required) and experience conducting file/ peer reviews.
2. Contact potential candidate to determine interest and confirm:
  - They have practiced for at least five years, are actively practicing, or were actively practicing in the past three (3) years
  - Are Board certified in their specialty (s),
  - Whether they have had any Malpractice judgments or settlement against them or any disciplinary actions taken against them,
  - Have previously conducted or are now conducting file/peer reviews.
3. E-mail or fax the candidate a list of the documents H.H.C. Group requires in order to consider them for inclusion in the H.H.C. Group Peer Review panel. Documents requested include:
  - CV
  - Current U.S. Licensure
  - Current Board Certifications
  - Certificate of Insurance
  - A redacted review (one with all the patient's health information and any other confidential information deleted).
  - A list of office locations
  - W-9
  - Signed copies of the Position Description and Declaration (sent by H.H.C. Group with the list)
  - The names of three professional references with contact information

This E-mail or fax also states that:

- All reviews must site specific literature references/guides,
- All reviews must be written utilizing the format provided by H.H.C. Group,
- Normal turnaround time is two (2) to three (3) business days and that expedited timing (less than 2 days) may be required for some reviews.

Finally, the E-mail or fax confirms the fees H.H.C. Group will pay the reviewer for their services.

4. Upon receipt, review all documents to ensure the candidate meets H.H.C. Group standards/criteria. Additionally, an employee within Special Projects will check each prospective HHC Group Panel candidate on Office of Inspector General (OIG) List of Excluded Individuals (<https://exclusions.oig.hhs.gov/>) and GSA/SAM list ([https://www.sam.gov/portal/SAM/?portal:componentId=290e7118-9386-4239-a33d-8a3a1439207c&interactionstate=JBPNs\\_r00ABXc0ABBfanNmQnJpZGdIVmld0IkAAAAQA\\_TL2pzZi9uYXZpZ2F0aW9uLmpzcAAHX19FT0ZfXw\\*\\*&portal:type=action##11](https://www.sam.gov/portal/SAM/?portal:componentId=290e7118-9386-4239-a33d-8a3a1439207c&interactionstate=JBPNs_r00ABXc0ABBfanNmQnJpZGdIVmld0IkAAAAQA_TL2pzZi9uYXZpZ2F0aW9uLmpzcAAHX19FT0ZfXw**&portal:type=action##11)) and adhere to the policy stated in HR 03.
5. Query State licensing board sites to confirm the candidate is licensed and has not had, within the last five (5) years, malpractice judgments entered against the candidate or settlements.

6. Send the redacted review to H.H.C. Group's Medical Director for his review.
7. Given approval of the candidate by the H.H.C. Group Medical Director, have Business Services add the candidate to the provider grid.
8. Verify the candidate's credentials through URAC approved site (ABMS Physician Board Certification)
9. Request H.H.C. Group legal department send an agreement to the provider.
10. Once H.H.C. Group executes the signed agreement, send the file to the Vice President of Financial Management for sign-off.
11. Send the agreement to the President for final sign-off.
12. Give the provider's file to the legal department.
13. Add the provider's information to DE M118 Peer Review Panel Contact and Fee List
14. Request the Vice-President of Operations send a Peer Reviewer welcome package to the new panel member.
15. Have the Peer Reviewer complete HIPAA and FWA/Medicare training (upon hire and annually thereafter).
16. Have the Peer Reviewer register on the H.H.C. Group website to be used to securely transmit the medical records and other information to the Reviewer and for the reviewer to use to submit finished reviews.

nothing follows//

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Date Approved

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Special Projects Manager

Roffe Enterprises, Inc., t/a H.H.C. Group

RFP #DRP-2016-1

***COST PROPOSAL***

***Original #1***

**Cost Proposal Table of Contents**

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE  
REQUEST FOR PROPOSALS #DRP-2016-1

ROFFE ENTERPRISES, INC. t/a H.H.C. GROUP  
4.8 N. FREDERICK AVE, SUITE 200A  
GAITHERSBURG, MD 20877  
Date of Submission: August 11, 2016

<b>Cost Proposal Table of Contents</b>	<b>1</b>
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C.2 PRICING	2
C.3 PAYMENT ARRANGEMENTS	2

### C.1 VALID APPEAL ASSESSMENT

HHC Group's Valid Appeal Fee as depicted in this Cost Proposal will be all-inclusive of the rate to be assessed and paid for each completed Appeal under this DRP to cover all of HHC Group's costs in fulfilling its duties and responsibilities in the performance of the DRP. The Valid Appeal Fee, as defined herein, charged to the Department shall be uniform for each completed appeal. However, the rate shall be increased for each year over the five (5) year term of this DRP Agreement. That said, the Valid Appeal Fee is assigned at the average assumed rate determined by the Department as 80 appeals per year. In the event this volume is increased to over 100 appeals per year, the Department and HHC Group shall have the option to reevaluate the Valid Appeal Fee rates for a rate that better suits the volume, since the increase in volume/

HHC Group shall not charge the Department for Appeal requests that are incomplete or are not deemed to be Valid Appeals.

### C.2 PRICING

HHC Group's Valid Appeal Fee is fully depicted in Exhibit 1 attached to this Cost Proposal as the "DRP Cost Exhibit – Valid Appeal Fee".

### C.3 PAYMENT ARRANGEMENTS

HHC Group shall bill the Department on a monthly basis for DRP Valid Appeal Fees. A monthly invoice shall be generated by HHC Group and sent along with the spreadsheet of Valid Appeals completed by HHC Group, Appeals rejected for incomplete records or not being deemed as a Valid Appeal, and any other documentation to support the monthly invoice. This monthly invoice shall be submitted to the Department. The Department shall prepare a voucher upon receipt of the monthly invoice submission and deliver to the Office of the State Comptroller (OSC). The OSC will be making payment to HHC Group within thirty (30) calendar days from the invoice date. In the event of a Termination/Transfer as defined under the Technical Proposal, HHC Group will continue billing for all Valid Appeals reviewed, worked on, and assisted with the transfer.

*Roffe Enterprises, Inc. t/a H.H.C. Group*  
*RFP #DRP-2016-1*

***COST PROPOSAL***

**EXHIBIT 1**

**INCLUDES:**

DRP Cost Exhibit – Valid Appeal Fee  
DRP Utilization 2012-2015 Exhibit III.A

**DRP COST EXHIBIT – VALID APPEAL FEE**

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Five Year Fee Total</u> (A+B+C+D+E) =	<u>Average Valid Appeals Per Year</u>	<u>Total for Contract Period</u> (F x G) =
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
<u>Valid Appeal Fee</u>	\$3,000	\$3,300	\$3,630	\$4,000	\$4,400	\$18,330	80	\$1,466,400

All costs above associated with the implementation of the DRP process have the development of the cost per Valid Appeal incorporated and the costs above are all-inclusive. The values above also are based on the historical numbers presented under Exhibit III.A of the RFP provided by the Department and attached hereto under this Exhibit.

## DRP Utilization 2012 – 2015

	Group 1 (MEP) Appeals Received	Group 1 (MEP) Valid Appeals Completed	Group 2 (MDP) Appeals Received	Group 2 (MDP) Valid Appeals Completed
<b>2012</b>				
January	0	0	0	0
February	2	1	1	0
March	7	4	2	3
April	7	11	2	2
May	11	10	1	1
June	6	7	0	0
July	8	4	2	2
August	13	14	0	0
September	7	7	0	0
October	6	7	1	1
November	6	4	2	1
December	6	6	2	3
Total	79	75	13	13
<b>2013</b>				
January	9	9	0	0
February	7	5	1	1
March	5	9	1	1
April	3	1	1	1
May	5	5	4	4
June	8	8	1	1
July	11	10	1	0
August	7	8	0	0
September	8	5	1	1
October	5	8	1	1
November	5	4	0	1
December	8	4	1	0
Total	81	76	12	11

	Group 1 (MEP) Appeals Received	Group 1 (MEP) Valid Appeals Completed	Group 2 (MDP) Appeals Received	Group 2 (MDP) Valid Appeals Completed
<b>2014</b>				
January	9	6		
February	4	7		
March	7	5	1	1
April	11	11	2	2
May	6	8	1	1
June	8	9	4	4
July	5	6		
August	6	5		
September	7	7		
October	6	1		
November	12	6		
December	3	3	1	1
<b>Total</b>	<b>84</b>	<b>74</b>	<b>9</b>	<b>9</b>
<b>2015</b>				
January	3	2		
February	7	3		
March	5	6		
April	5	2		
May	7	7		
June	9	8		
July	9	5		
August	8	7		
September	3	3		
October	8	4		
November	4	6		
December	14	7		
<b>Total</b>	<b>82</b>	<b>60</b>	<b>0</b>	<b>0</b>
<b>4 Year Total</b>	<b>326</b>	<b>285</b>	<b>34</b>	<b>33</b>

- ❖ Greater monthly differences in "Valid Appeals Completed" compared to "Appeals Received" may be a result of the receipt of invalid appeals, pending appeals due to the delay of proper medical documentation submission, or withdrawn appeals.